

1. 10:00 A.M. Commission Agenda & Docs 5-22-2023

Documents:

[5-22-2023 SM.PDF](#)

[5-22-2023 AGENDA DOCS.PDF](#)



Cascade County
May 22, 2023 @ 10:00 a.m.
Commission Chambers, Room 105
325 2nd Avenue North, Great Falls, MT



The Board of Cascade County Commissioners will be broadcasting the Commission Meeting via Zoom.

Webinar participants must register in advance for the Commission Meeting:

https://us02web.zoom.us/webinar/register/WN_JyNos05HSha7dHXbo2HTjg

After registering, you will receive a confirmation email containing information about joining the webinar.

If you need dial in access: 888 788 0099 (Toll Free) or 877 853 5247 (Toll Free) Webinar ID: 819 3425 9231 Password: 799015

Please note the agenda order is tentative and subject to change by the Board without prior notice.

Therefore, members of the public are encouraged to be in attendance at the time the meeting is scheduled to begin.

Public comment during public participation is limited to a maximum seven (7) minutes.

Call to Order
Pledge of Allegiance

Chairman Rae Grulkowski

1. Motion to Approve or Disapprove:

Emergency Repairs to the Rainbow Dam Road.

Contract 23-59:

Big Sky Civil & Environmental, Inc. of Great Falls for professional services

Contract 23-64:

Big Sky Subsurface of Belt, MT for geotechnical observation services.

Contract 23-65:

M&D Construction, Inc. of Great Falls for construction repairs.

2. Public comment on any public matter that is not on the meeting agenda, and that is within the Commissioners' jurisdiction. (MCA 2-3-103)

3. Adjournment.

May 22, 2023

Contract 23-59

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: BSC&E Professional Services Contract
(Rainbow Dam Road Emergency Repairs)

INITIATED AND PRESENTED BY: Les W Payne, Public Works Director

ACTION REQUESTED: Approval of Contract 23-59

BACKGROUND:

Cascade County Public Works Department is working to make the repairs to the slide that occurred on Rainbow Dam Road. For the county to make these repairs, they needed a local engineer to help get this repair made as soon as possible. Public Works, reached out to Big Sky Civil, of Great Falls, for these services, because they had performed data on this section of road, back in 2019, so they were already familiar with the work, and could keep the cost to a minimum. Big Sky Civil, will provide the following services, Develop contract documents for bidding of an emergency land slide repair on Rainbow Dam Road. Given the emergent nature of the project, there may be deviations from the plans and some items will be adjusted in the field as necessary, these services would be paid out by time and materials, based on Big Sky Civils standard hourly rate. The amount of this contract did not require public sealed bids, per Montana Codes Annotated.

RECOMMENDATION:

Cascade County Staff, recommends that the Board of County Commissioners award contract 23-59 to Big Sky Civil & Environmental, Inc.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

"Madam Chair, I move Cascade County Commission **APPROVE** Contract 23-59, proposal from Big Sky Civil & Environmental, Inc, of Great Falls, for professional services, pertaining to the Rainbow Dam Road Slide, for a cost of time & materials and instruct staff to complete the contracting process."

MOTION TO DISAPPROVE:

"Madam Chair, I move Cascade County Commission **DISAPPROVE** Contract 23-59."

Professional Services Agreement

Date: May 16, 2023

Client: Cascade County Board of Commissioners

Address: 325 2nd Ave. North
Great Falls, MT 59401

Project: Emergency Slide Repair, Rainbow Dam Road, Cascade County MT

CLIENT hereby requests and authorizes **ENGINEER (Big Sky Civil & Environmental, Inc.)** to perform the following services:

Scope: Develop contract documents for bidding of an emergency land slide repair on Rainbow Dam Road. Given the emergent nature of the project, there may be deviations from the plans and some items will be adjusted in the field as necessary.

Compensation: Time and Materials basis based on BSCE's standard hourly rates (see attached).

CLIENT shall be responsible for:

- Obtaining and making available for review and/or use all information necessary for the above scope of work.
- Complete prompt reviews of design drawings, reports, specifications, and bid documents, as necessary.

If technical or professional services are furnished by an outside source, an additional 10% shall be added to the cost of the services for ENGINEER'S administrative costs.

Miscellaneous:

Services covered by this authorization shall be performed in accordance with **PROVISIONS** attached to this form.

Approved for **CLIENT**

Accepted for **Big Sky Civil & Environmental, Inc.**

By: _____

By: Mark Le

Title: _____

Title: Principal

Late Payment: Payments are due within 30 days of invoice date. Penalties on late payments shall be assessed at a rate of 18% (1-1/2%/month). This includes interest plus direct costs for rebilling, postage, etc

DATED this ____ day of May, 2023

Contractor:

STATE OF MONTANA)
 :SS
County of Cascade)

This instrument was signed or acknowledged before me on this ____ day of May, 2023.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the
day and year in this certificate first above written.

(NOTARIAL SEAL)

Notary Public for the State of Montana
Residing at _____
My Commission expires: _____

County:

BOARD OF COUNTY COMMISSIONERS,
CASCADE COUNTY, MONTANA

Rae Grulkowski, Chair

James L. Larson, Commissioner

Joe Briggs, Commissioner

Attest

On this ____ day of May, 2023, I hereby attest the above-written signatures of the Board of Cascade County Commissioners.

Sandra Merchant
Cascade County Clerk and Recorder

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

PROVISIONS

1. AUTHORIZATION TO PROCEED: Signing this form shall be construed as authorization by CLIENT for ENGINEER to proceed with the work, unless otherwise provided for in the AGREEMENT. This agreement may be signed in counterparts, and all so executed counterparts shall constitute agreement which shall be binding on all parties hereto, notwithstanding that all of the parties may not have each signed the same signature page.

2. BILLING RATES: ENGINEER billing rates shall be the amount of salaries paid ENGINEER'S employees for work performed on CLIENT'S project, plus a stipulated percentage of such salaries to cover all payroll-related taxes, payments, premiums, and benefits.

3. DIRECT EXPENSES: ENGINEER'S direct expenses shall be those costs incurred on or directly for the CLIENT's Project, including but not necessarily limited to transportation costs (including mileage at ENGINEER'S current rate when automobiles are used), meals and lodging, laboratory tests and analyses, computer services, typing services, telephone, printing and binding charges. Reimbursement for these expenses shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by ENGINEER.

4. OUTSIDE SERVICES: When technical or professional services are furnished by an outside source, when approved by CLIENT, an additional amount shall be added to the cost of these services for ENGINEER'S administrative costs, as provided on the reverse side of this agreement.

5. COST ESTIMATES: Any cost estimates provided by ENGINEER will be on a basis of experience and judgement, but since it has no control over market conditions or bidding procedures ENGINEER cannot warrant that bids or ultimate construction costs will not vary from these cost estimates.

6. PROFESSIONAL STANDARDS: ENGINEER shall be responsible, to the level of competency presently maintained by other practicing professional engineers in the same type of work in CLIENT's community, for the professional and technical soundness, accuracy, and adequacy of all designs, drawings, specifications, reports and other work and materials furnished under this AGREEMENT.

7. INSURANCE: ENGINEER is solely responsible for obtaining and maintaining for the duration of the AGREEMENT the following insurance coverage(s) and (limits):

Professional Liability (\$1,000,000 Each Claim), Worker's Compensation (Statutory), Automobile Liability (\$1,000,000 C.S.L.), and Commercial General Liability (\$1,000,000 Each Occurrence/\$1,000,000 Personal Injury/Advertising Injury/\$2,000,000 Products/Complete Operations Aggregate/\$2,000,000 General Aggregate) with Cascade County added as an additional insured on the Commercial General Liability coverage.

8. TERMINATION: Either CLIENT or ENGINEER may terminate this Authorization by giving 30 days written notice to the other party. In such event, CLIENT shall forthwith pay ENGINEER in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this AGREEMENT shall be terminated upon completion of all applicable requirements of this AGREEMENT.

9. ARBITRATION: All claims, disputes, and other matters in question arising out of, or relating to, this Authorization or the breach thereof may be decided by arbitration in accordance with the rules of the American Arbitration Association then in effect. Either CLIENT or ENGINEER may initiate a request for such arbitration, but consent of the other party to such procedure shall be mandatory. No arbitration arising out of, or relating to this AGREEMENT may include, by consolidation, joinder, or in any other manner, any additional party not a party to this AGREEMENT.

10. LEGAL EXPENSES: In the event legal action is brought by CLIENT or ENGINEER against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, each party shall bear their own attorney fees, costs, and expenses.

11. PAYMENT TO ENGINEER: Monthly invoices will be issued by ENGINEER for all work performed under the terms of this agreement. Invoices are due and payable within 30 days of receipt. Penalty at the rate of 1-1/2% per month will be charged on all past-due amounts. The 1-1/2% per month penalty covers the allowable interest charge, plus direct costs incurred by ENGINEER.

12. LIMITATION OF LIABILITY: ENGINEER liability to the CLIENT for any cause or combination of causes is, in the aggregate, limited to an amount no greater than the fee earned under this agreement.

If any one or more of the provisions contained in this Agreement shall be held legally unenforceable, the enforceability of the remaining provisions contained herein shall not be impaired thereby.



**BIG SKY CIVIL &
ENVIRONMENTAL, INC**

BIG SKY CIVIL & ENVIRONMENTAL, INC.

FEE SCHEDULE

January 1, 2023

HOURLY AND REIMBURSABLE CHARGES

(Subject to Change Periodically)

BSCE ENGINEERING OFFICE/FIELD PERSONNEL RATES (PER HOUR)

A. Regular Time

1. Professional Engineers	
a. Principal.....	\$145.00
b. Environmental Manager	\$130.00
c. Project Manager.....	\$130.00
2. Staff Engineer.....	\$115.00
3. Designer/CADD Technician.....	\$100.00
4. Professional Surveyor (office).....	\$130.00
5. Survey Technician (office).....	\$100.00
6. Field Construction Observation.....	\$95.00
7. Construction Materials Testing.....	\$95.00
a. Add for nuclear densometer.....	\$40/day
b. Add for concrete testing equip.....	\$40/day
8. Clerical/Word Processing.....	\$50.00
9. Field Surveys.....	
GPS w/ATV	\$165.00
(topo surveys that are done entirely with the ATV with exception of setting up and checking control)	
GPS w/o ATV	\$150.00
(topo/legal surveys that are done entirely on foot)	
Total Station-Robotic	\$150.00
(topo/legal surveys that are done on foot using the robotic total station)	
Total Station – 2 Man	\$225.00
(topo/legal surveys that are done with the total station manually with two people)	
Survey without GPS OR Total Station	Individual rate + \$25/hour
(i.e., running levels, property corner research, manhole measure-ups, benchmark search, etc.)	

- B. Overtime** – Client authorized services on Saturdays, Sundays, Holidays, and weekdays over normal working hours = 1.5 x Regular Time

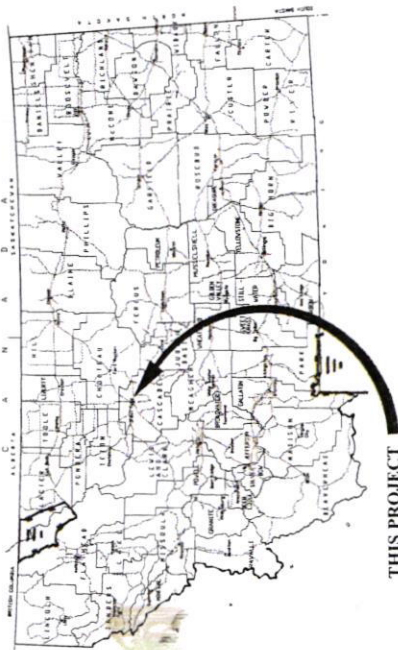
REIMBURSABLE COSTS*

A. Lodging & Subsistence (meals)	At Cost
B. Mileage (Minimum \$35.00/day outside of Great Falls)	
Automobile	\$.70/mile
4WD Truck Mileage.....	\$.75/mile
C. ATV.....	\$ 125.00/day
D. Filing Fees, Permits, Title Company Charges, Governmental Review Fees, Etc.....	At Cost
E. Materials Lab (refer to BSCE Lab Fee Schedule)	
F. Reproductions	
1. In House	
a. Full-size plots (Vellum).....	\$ 3.50/sheet
(Mylar).....	\$ 10.00/sheet
b. Half-size plots.....	\$ 2.50/sheet
c. Sepias.....	\$ 7.25/sheet
d. Photocopies (8½ x 11 – b/w).....	\$.12/sheet
(8½ x 11 – color).....	\$.90/sheet
(11 x 17 – b/w).....	\$.15/sheet
(11 x 17 – color).....	\$ 1.25/sheet
e. Covers (8½ x 11 – plastic/laminate).....	\$ 1.75 each
(11 x 17 – plastic/laminate).....	\$ 2.50 each
(White cover stock – either front or back) \$	1.20 each
2. Outside Services (reproduction).....	Cost + 10%
G. Discs.....	Cost
CDs.....	Cost
H. Telephone/FAX.....	Cost
I. Postage.....	Cost
J. Deliver Charges.....	Cost
K. Outside Consultants.....	Cost + 10%
L. Other Supplies.....	Cost

NOTE: * Certain costs may not be reimbursable if included in the contract fee.
Verification should be made with the Project Manager if not specifically stated in the contract.

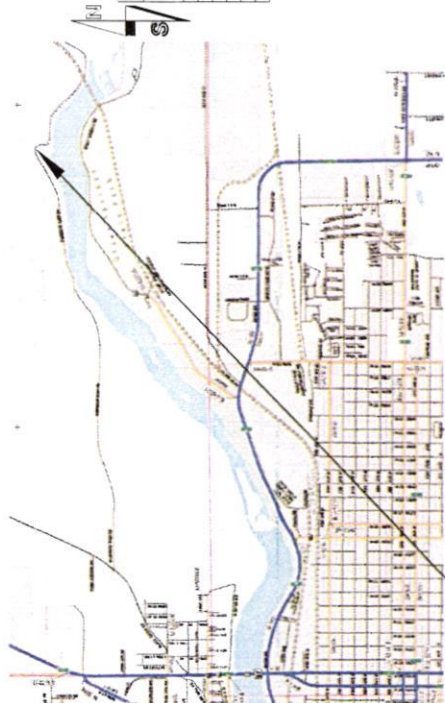
CASCADE COUNTY EMERGENCY ROAD SLIDE REPAIR RAINBOW DAM ROAD

VERTICAL: 1" = 10'
HORIZONTAL: 1" = 20'
REDUCED PRINTS ONE-HALF ORIGINAL SCALE
ALL SCALES ARE APPROXIMATE



POINT #	N OR Y COORDINATE	E OR X COORDINATE	ELEVATION	DESCRIPTION
185CE	9595.579	20904.586	3262.81	600' NAIL
CP1	10648.102	21106.046	3273.03	1/2" REBAR
CP2	9550.884	17568.339	3263.44	1/2" REBAR

STATION	DESCRIPTION	N OR Y COORDINATE	E OR X COORDINATE	REMARKS
0+00	Q. POINT	10585.312	21001.653	
1+00	Q. POINT	10615.389	21096.341	
2+00	Q. POINT	10586.579	21193.880	
3+00	Q. POINT	10540.184	21275.518	
4+00	Q. POINT	10424.141	21323.509	



PROJECT LOCATION

SUMMARY OF QUANTITIES

Item Number	Quantity	Description	Unit
101	1	Mobilization	EACH
102	1	Cleaning & Grubbing	LS
103	1	Traffic Control	LS
104	4850	Unclassified Excavation	CY
105	65	Geotextile Fabric	LF
106	10	Open Grade Gravel	CY
107	46	8" Minus 1/4" Run (Drain Pipe)	CY
108	25	8" Minus 1/4" Run (Road Fill)	CY
109	75	2" Minus 1/4" Run (Road Bed)	CY
110	75	2" Minus 1/4" Run (Road Bed)	CY
111	1310	Base Course	SY
112	40	8" HDP E-PIPE	LF
113	100	8" HDP E-PIPE	LF
114	540	Crushed Base Course (Special Backfill)	CY
115	60	6" PVC DMS (Perf)	LF
116	62	6" PVC DMS (Solid)	LF
117	35	8" Asphalt Surface	TON
118	35	8" Asphalt Surface	TON
119	150	8" Curbed Base (Road Base)	CY
120	150	8" Curbed Base (Road Base)	CY
121	4500	Gravel & Subgrade	SY

NOTES

EXCAVATION
CONTACT THE PROJECT GEOTECHNICAL ENGINEER A MINIMUM OF 3 BUSINESS DAYS PRIOR TO EXCAVATION (SEE REFERENCE - BIG SKY SUBSURFACE - 800-788-5463). THE GEOTECHNICAL ENGINEER WILL PROVIDE A LETTER OF RECOMMENDATION FOR EXCAVATION. DURING EXCAVATIONS TO IDENTIFY UNSATURABLE SOILS, FIELD MODIFICATIONS MAY BE NECESSARY.

UTILITIES
CALL THE UTILITIES UNDERGROUND LOCATION CENTER (811) OR OTHER NOTIFICATION SYSTEM FOR THE EXISTING UTILITIES AND LOCATIONS PRIOR TO EXCAVATING. ALL EXCAVATIONS MUST BE PROTECTED FOR UTILITIES AND FROM THE EXISTING GROUND LINE.

UTOPOGRAPHIC SURVEY
THE TOPOGRAPHIC SURVEY WAS COMPLETED IN 2019. SITE CONDITIONS HAVE CHANGED SINCE THE SURVEY WAS ORIGINALLY COMPLETED.

LINEAR AND LEVEL DATA

LENGTH OF ROADWAY	IN CASCADE COUNTY	1 LANE RURAL	PROJECT
486 FT			

BEARING SOURCE
THE BEARING SOURCE IS NAD 83-2011
LEVEL DATUM SOURCE
NAVD 88 (BASED ON OPUS SOLUTION)



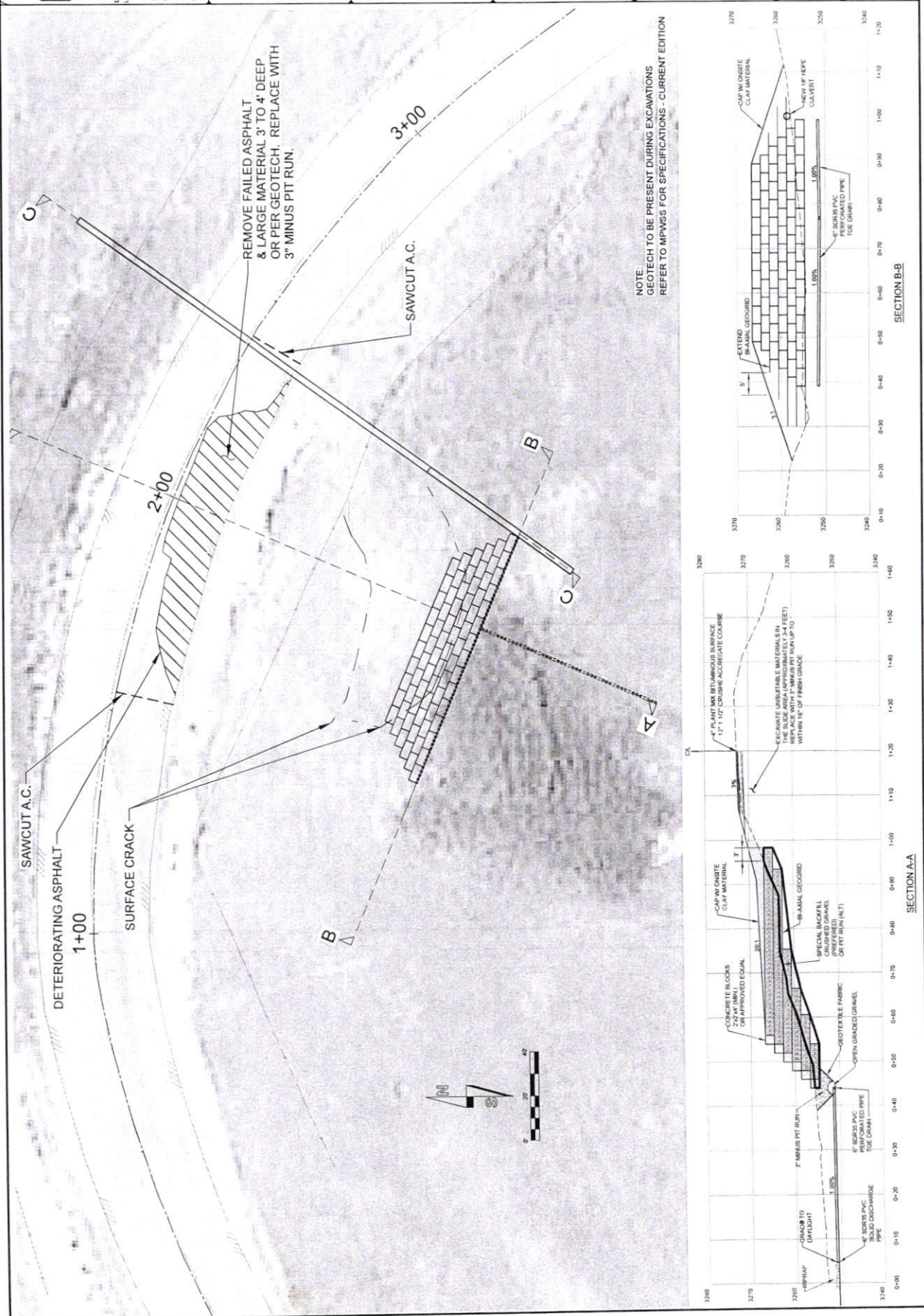
2324 32TH AVE. SW
GREAT FALLS, MT 59403
(406) 772-3555 FAX
(406) 772-3555 FAX
WWW.BIGSKYSOLUTION.COM

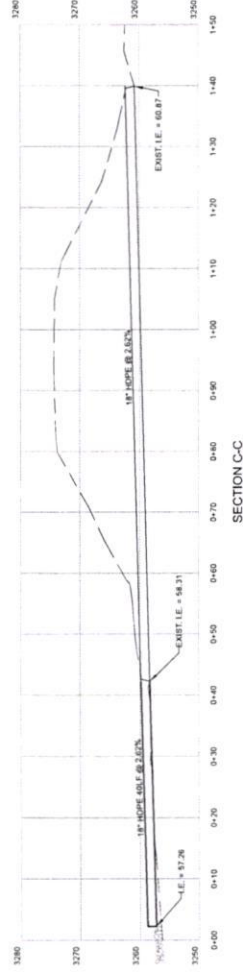
FILE NO. 234K
DATE 5/9/23
SHEET NO. 1 OF 3

PROJECT NAME: CASCADE COUNTY
EMERGENCY SLIDE REPAIR
RAINBOW DAM ROAD

SHEET NAME: TITLE SHEET, SUMMARY OF QUANTITIES,
TABLE OF CONTENT, NOTES,
LINEAR & LEVEL DATA

SET NO.
BIG SKY CIVIL & ENVIRONMENTAL, INC.
DATE: 5/9/23





May 22, 2023

Contract 23-64

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Big Sky Subsurface Geotechnical Observation
Services Contract
(Rainbow Dam Road Emergency Repairs)

INITIATED AND PRESENTED BY: Les W Payne, Public Works Director

ACTION REQUESTED: Approval of Contract 23-64

BACKGROUND:

Cascade County Public Works Department is working to make the repairs to the slide that occurred on Rainbow Dam Road. For the county to make these repairs, they needed a local geotechnical engineer to help get the design made for this project. Public Works, reached out to Big Sky Subsurface, of Belt, MT, for these services, because they had performed data on this section of road, back in 2019, so they were already familiar with the work, and could keep the cost to a minimum. Big Sky Subsurface, will provide the following services, Big Sky Subsurface shall provide limited on-call construction inspection for the project (described in the accompanying letter dated April 23, 2023) for an emergency slide repair to a section of Rainbow Dam Road in Cascade County, Montana. Advanced notice of construction activities must be provided to coordinate the Consultant's availability for on-site inspection. It is strongly recommended that our engineer observe initial earthwork, including clearing and grubbing; excavation for the toe buttress; and initial construction of the buttress. Observations will be summarized in a letter during or at the conclusion of the project. Consultant will bill on a time and materials basis per the attached Unit Price Schedule. Based on the assumed time commitment for the project, we have assumed that total billing will be in the range of \$5,000 to \$15,000. The amount of this contract did not require public sealed bids, per Montana Codes Annotated.

RECOMMENDATION:

Cascade County Staff recommends that the Board of County Commissioners award contract 23-64 to Big Sky Civil Subsurface.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

"Madam Chair, I move Cascade County Commission **APPROVE** Contract 23-64, proposal from Big Sky Subsurface, of Belt MT, for geotechnical observation services, pertaining to the Rainbow Dam Road Slide for the cost of time & materials and instruct staff to complete the contracting process."

MOTION TO DISAPPROVE:

“Madam Chair, I move Cascade County Commission **DISAPPROVE** Contract 23-64.”

Task Order Agreement for Geotechnical Observation Services

This Agreement is by and between Cascade County, hereinafter called the client, and Big Sky Subsurface, hereinafter called Consultant, who agree to the following:

The Client hereby engages Consultant to provide engineering services related to the client's project described as:

Emergency Landslide Repair Observation – Rainbow Dam Road Great Falls, Montana

Big Sky Subsurface shall provide limited on-call construction inspection for the project (described in the accompanying letter dated April 23, 2023) for an emergency slide repair to a section of Rainbow Dam Road in Cascade County, Montana. Advanced notice of construction activities must be provided to coordinate Consultant's availability for on-site inspection. It is strongly recommended that our engineer observe initial earthwork, including clearing and grubbing; excavation for the toe buttress; and initial construction of the buttress. Observations will be summarized in a letter during or at the conclusion of the project.

Consultant will bill on a time and materials basis per the attached Unit Price Schedule. Based on the assumed time commitment for the project, we have assumed that total billing will be in the range of \$5,000 to \$15,000.

The Client has reviewed and found acceptable this Task Order and, by signing said Order, authorizes the Consultant to proceed per the scope detailed herein and the attached Contract Provisions, Terms, and Conditions.

Signed this _____ day of _____, 2023.

BY _____
Client Title

BY 
Jon J. Hepfner, P.E. President
Big Sky Subsurface

DATED this ____ day of May, 2023

Contractor:

STATE OF MONTANA)
 :SS
County of Cascade)

This instrument was signed or acknowledged before me on this ____ day of May, 2023.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the
day and year in this certificate first above written.

(NOTARIAL SEAL)

Notary Public for the State of Montana
Residing at _____
My Commission expires: _____

County:

BOARD OF COUNTY COMMISSIONERS,
CASCADE COUNTY, MONTANA

Rae Grulkowski, Chair

James L. Larson, Commissioner

Joe Briggs, Commissioner

Attest

On this ___ day of May, 2023, I hereby attest the above-written signatures of the Board of Cascade County Commissioners.

Sandra Merchant
Cascade County Clerk and Recorder

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

Consultant Contract Provisions, Terms, and Conditions to Agreement for Geotechnical Observation Services

Consultant: Big Sky Subsurface

Client: Cascade County

CONSULTANT CONTRACT PROVISIONS

1. **CONTRACT** – These Contract Provisions and the accompanying Proposal constitute the full and complete Agreement between the parties and may be changed, amended, added to, superseded, or waived only if both parties specifically agree in writing to such amendment of the Agreement. In the event of any inconsistency between these Contract Provisions and any proposal, contract, purchase order, requisition, notice to proceed, or like document, these Contract Provisions shall govern.
2. **CLIENT RESPONSIBILITIES** – When entry to property is required for the CONSULTANT to perform its services, the Client agrees to obtain legal right-of-entry on the property. The Client shall provide full information regarding the project including a description of location of existing and proposed structures and locations of existing underground structures and utilities. CONSULTANT will not be liable for property damage or injury arising from contact with underground utilities, hazardous wastes or other materials not called to CONSULTANT's attention prior to site entry. The Client shall provide a safe project site for performance of field work and warn of any known conditions of the project site that are relevant to the field work.
3. **DOCUMENTS** – All reports, notes, drawings, specifications, data, calculations, and other documents, including those in electronic form, prepared by CONSULTANT are instruments of CONSULTANT's service that shall remain CONSULTANT's property. The Client agrees not to use CONSULTANT-generated documents for marketing purposes, for projects other than the project for which the documents were prepared by CONSULTANT, or for future modifications to this project, without CONSULTANT's express written permission.

Any reuse or distribution to third parties without such express written permission or project-specific adaptation by CONSULTANT will be at the Client's sole risk and without liability to CONSULTANT or its employees, subsidiaries, independent professional associates, subconsultants, and subcontractors. Client shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless CONSULTANT, from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized reuse or distribution.
4. **DISPOSAL OF SAMPLES** – CONSULTANT will discard samples upon completion of the work covered under this Agreement, unless the Client instructs otherwise in writing.
5. **HAZARDOUS MATERIALS** – The scope of CONSULTANT's services for this Agreement does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead, or other hazardous materials, as defined by Federal, State, and local laws or regulations.
6. **CONSTRUCTION PHASE SERVICES** – If CONSULTANT performs any services during the construction phase of the project, CONSULTANT shall not supervise, direct, or have control over Contractor's work. CONSULTANT shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the Contractor. CONSULTANT does not guarantee the performance of the construction contract by the Contractor and does not assume responsibility for the Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
7. **STANDARD OF CARE** – CONSULTANT and its employees, subsidiaries, independent professional associates, subconsultants, and subcontractors will exercise that degree of care and skill ordinarily practiced under similar circumstances by design professionals providing similar services. Client agrees that services provided will be rendered without any warranty, express or implied.

CONSULTANT shall exercise usual and customary professional care in its efforts to comply with applicable codes, regulations, laws rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.
8. **OPINION OF PROBABLE COSTS** – When required as part of its work, CONSULTANT will furnish opinions of probable cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by CONSULTANT hereunder will be made on the basis of CONSULTANT's experience and qualifications and will represent CONSULTANT's judgment as an experienced and qualified design professional. However, users of the probable cost opinions must recognize that CONSULTANT does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the work.
9. **SUSPENSION OF WORK** – The Client may, at any time, by written notice, suspend further work by CONSULTANT. The Client shall remain liable for, and shall promptly pay CONSULTANT for all services rendered to the date of suspension of services, plus suspension charges, which shall include the cost of assembling documents, personnel and equipment, rescheduling or reassignment, and commitments made to others on Client's behalf.

Client shall pay CONSULTANT pursuant to the rates and charges set forth in the Proposal. CONSULTANT will submit invoices at the completion of work or monthly to Client for services rendered and expenses incurred. If Client does not pay invoices within thirty (30) days of submission of invoice, CONSULTANT may, upon written notice to the Client, suspend further work until payments are brought current. The Client agrees to indemnify and hold CONSULTANT harmless from any claim or liability resulting from such suspension.
10. **CHANGES OR DELAYS** – Unless the accompanying Proposal provides otherwise, the proposed fees constitute CONSULTANT's estimate to perform the services required to complete

the Project. Required services often are not fully definable in the initial planning; accordingly, developments may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated and an equitable adjustment shall be made.

Costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by the Client's failure to provide specified facilities, direction, or information, or if CONSULTANT's failure to perform is due to any act of God, labor trouble, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure, or interruption or any other cause beyond the reasonable control of CONSULTANT. Temporary work stoppage caused by any of the above may result in additional cost beyond that outlined in the accompanying Proposal.

11. **LIABILITY** – To the fullest extent permitted by law, the total liability, in the aggregate, of CONSULTANT and CONSULTANT's officers, directors, employees, agents, and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to CONSULTANT's services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by CONSULTANT under this Agreement. CONSULTANT does not assume responsibility for the project customarily vested in the project prime design professional or any design review agencies. CONSULTANT does not assume responsibility or liability for the site safety of persons other than CONSULTANT workers.

12. **CONFLICTS OF INTEREST** – This assignment may involve parties with adverse interests to clients with whom CONSULTANT has current or past relationships. It is CONSULTANT policy to make reasonable attempts to identify such relationships prior to acceptance of a professional assignment, but CONSULTANT cannot assure that conflicts or perceived conflicts will not arise, and CONSULTANT does not accept responsibility for such occurrences.

13. **REIMBURSABLE EXPENSES** – CONSULTANT will bill direct nonpayroll expenses at cost plus 10%. Direct expenses include all reasonable expenses resulting from required responses to subpoenas or court orders related to work under the Contract.

14. MISCELLANEOUS

Governing Law: The laws of the state in which the CONSULTANT office executing this Agreement is located shall govern the validity and interpretation of this Agreement.

Invalid Terms: In the event any of these Contract Provisions are found to be illegal or otherwise unenforceable, the unenforceable Contract Provision will be stricken. Striking such a Contract Provision shall have no effect on the enforceability of the remaining Contract Provisions and those remaining Contract Provisions shall continue in full force and effect as if the unenforceable Contract Provision were never included in the Agreement.

Mediation: The Client and CONSULTANT agree to submit all claims and disputes arising out of this Agreement to non-binding mediation prior to the initiation of legal proceedings. Mediation shall be in the county where the work at issue is being performed. A request for mediation shall be in writing and shall conclude within sixty (60) days of the request for mediation. This provision shall survive completion or termination of this Agreement; however, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.

CONSULTANT Reliance: CONSULTANT shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client's consultants and contractors, and information from public records, without the need for independent verification.

Certifications: CONSULTANT shall not be required to sign any documents, no matter by whom requested, that would result in CONSULTANT's having to certify, guaranty, or warrant the existence of conditions that CONSULTANT cannot ascertain.

Third Parties: Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or CONSULTANT. CONSULTANT's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against CONSULTANT because of this Agreement or CONSULTANT's performance of services hereunder.

Consequential Damages: Neither the Client nor the CONSULTANT shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.

Indemnity: The Client shall defend, indemnify, and hold CONSULTANT harmless from all claims for bodily injury and property damage to the extent the cause or negligence is attributable to the Client, his employees, agents, or separate contractors.

BSS-02 Rev. 5/20/2010

2023 Unit Cost Fee Schedule for Geotechnical Services

BIG SKY SUBSURFACE

Engineering Consulting Services

Personnel	Hourly Rate
Senior Geotechnical Engineer, per hour	140
Staff Engineer, per hour	95
Technician, per hour	80
Word Processor, per hour	75

Laboratory Testing

Test Type	Unit Cost
Moisture Content/Visual Classification (ASTM D2216)	12
Unit Weight and Moisture Content (ASTM D2937)	55
Atterberg (ASTM D4318)	110
Gradation, standard sieves (ASTM D422)	110
Gradation, hydrometer (ASTM D422/D1140)	110
Specific Gravity (ASTM D854)	110
Consolidation (ASTM 2435)	185
Triaxial Shear with Pore Pressure (ASTM D4767)	1100
Unconfined Compression (ASTM D2166)	130
Direct Shear (D3080)	550
CBR (ASTM D1883)	550
Moisture Density (ASTM D698)	190
Moisture Density (ASTM D1557)	225
Resistivity (ASTM G187)	125
pH (ASTM D 4972)	100
Sulfate/Chloride	100
Water Quality	200

Field/Drilling Costs

Item	Unit Cost
Drill Rig/CPT Truck Mobilization, per mile	6
Mobile Lab/Load Testing Trailer, Mobilization, per mile	4.5
Support Truck Mobilization, per mile	2
Support Truck Surcharge, per day	200
Equipment Surcharge (camera, survey, etc.), per day	200
Load Testing Equipment Surcharge, per day	500
Rig Set up/Standby, per hour	150
Auger Drilling (track mounted drill), per hour	260
Auger Drilling (truck mounted drill), per hour	250
Auger Drilling (truck mounted drill), per foot	28
Cone Penetrometer, per hour	320
Cone Penetrometer, per foot	16
Seismic Cone Penetrometer, per hour	340
Seismic Cone Penetrometer, per hour	24
CPT Data Reduction, per hour	150
Core Drilling, per foot	40
Core Boxes, each	50
Shelby Tubes, each	45
Drilling Expendables, ls	cost + 15%
Lodging, per man-day	cost + 15%
Per Diem, per man-day	40

April 23, 2023

Cascade County Public Works
c/o Big Sky Civil and Environmental, Inc.
1324 13th Ave SW
Great Falls, MT 59404

Attention: Mr. Leslie Payne, Director
Mr. Mark Leo, PE LS

Subject: Emergency Slope Failure Assessment
Rainbow Dam Road Slide
Great Falls, Montana

Mr. Payne and Mr. Leo:

Per your request, I have inspected the site of an active landslide and have presented some emergency repair options aimed at temporarily stabilizing the slide to maintain traffic flow along a section of Rainbow Dam Road, approximately 2.6 miles east of Wire Mill Road. This site was preliminarily investigated in April, 2019 with a highly abbreviated (at the County's request) investigation by conducted drilling of a single boring (with no laboratory testing for engineering properties) and some preliminary analysis to identify possible causes of pavement distress on the north bound lane of the road, along a curve near the base of the rise toward the Dam. Our prior work was addressed to Mr. Brian Clifton in a letter dated April 11, 2019. This letter is intended to briefly summarize my observations and to present a possible, temporary repair to allow for further investigation of the slide while attempting to maintain the roadway surface for continued, cautionary traffic flow to the Dam.

Background/Introduction

The subject site is located approximately one mile west of Rainbow Dam at the point of a switchback traversing a natural coulee/drainage extending to the Missouri River. The site has reportedly been re-paved numerous times, and it is my understanding that the most recent "repair" was conducted in the summer of 2022 (the details of which I have not been provided.) My prior work was conducted to address roadway surface "settlement"; however, my cursory investigation indicated that the observed distress was likely related to a slow-moving, creep-related slide, activated primarily with increased driving forces due to seasonal high water in the slope. For brevity, I have not reiterated the findings from my prior work (see the Preliminary Geotechnical Assessment dated April, 11, 2019), and instead have focused on the current slide which has caused over 1-foot of vertical displacement of approximately 60 lineal feet of the

northbound traffic lane, beginning on or about April 20, 2023, following a heavy wet snow and immediately prior warm weather and initial winter snow melt.

Discussion

I have been asked to provide geotechnical input for the slide with the intent of trying to reduce the rate of slide movement and maintain traffic to the Dam. On Thursday, April 20, 2023, I met with Mr. Payne and Mr. Leo at the site to observe reported movement. At that time, a section (approximately 60 feet in length) of the roadway had slid leaving a headscarp approximately 1-foot in vertical height along the centerline of the roadway. A noticeable toe bulge was observed approximately 50 to 60 feet downslope. The toe bulge area was saturated with active water either from snow melt above the slope, seepage from within the slope, or some combination of water sources. Mr. Payne indicated that a local contractor had offered to drive sheetpiles at the edge of the roadway to try to stabilize the slide. I indicated that while this approach may provide a level of relief, that the location of the piles (at or within 15 feet of the active slide headscarp) would not provide a significant driving force restraint and would likely be undermined by continued slide movement below the line of sheets. I further explained that in order to analyze the slope and design a repair, subsurface investigation, testing, and analysis would be required and that my current work schedule included fieldwork that would take me away from the area the majority of the following week. Mr. Payne requested that I provide geotechnical input for a temporary, emergency repair aimed at reducing movement until additional study could be completed. Given the time frame, the urgency of a temporary repair, and the lack of available data, I agreed to conduct a cursory analysis and present options for your consideration.

The slide appears to be a shallow, roughly circular failure approximately 25 feet in height and 50 to 60 feet in slope length. The slide is also likely to be active on a residual strength shear surface that has displaced for years and is likely activated by seepage forces within and behind the slide mass. A “fix” for the slide will likely require addressing upslope water sources and increasing resisting forces on the slide mass. The quickest and most effective means of temporarily stabilizing the slope (with conventional construction equipment) would be to increase resisting forces near the toe of the slope. A common means of achieving this would be to construct a toe buttress, positioned to provide added gravity loading in the lower half of the slide mass. Utilizing the limited site data (one subsurface boring), surface elevation data from prior site survey, and presumptive strength parameters, I have constructed a basic slope stability model. This model indicates a Factor of Safety of approximately 1.265 for the slope with no impact from groundwater or seepage. The addition of a static water surface within a half a foot of the ground surface results in a drop of the Factor of Safety to approximately 1.062 (impending failure occurs at a Factor of Safety less than 1.0.) A more sophisticated, refined analysis of an irregular slide surface drops these two cases to Factors of Safety of 1.201 and 0.986, respectively. Allowing the model to select the surface with the lowest factor of safety closely represents my observation of the slide extent; although, it should be noted that the depth of material changes and engineering properties (unit weight and strength) are unknown. Further analysis was conducted by progressively applying toe buttress mass starting approximately 10 feet below the observed toe of the slide. This analysis indicated an increase in shallow factors of safety occurring in the road prism (and exiting at the toe of the road fill/top of buttress) to approximately 1.607 and deeper seated failure exiting below the existing toe of the slide to 1.382 (and 1.208 using the more sophisticated, irregular surface analysis method.) Therefore, I

conclude that this approach is reasonable for temporary stabilization of the slope. However, analysis of the slope below the active slide area indicates factors of safety near 1.0 for a new slide surface originating in the buttress and exiting approximately 60 to 70 feet downslope. Again, this analysis is conducted without knowledge of the subsurface profile or engineering properties along the slope. The impact of this analysis indicates that the addition of new weight in the form of a toe buttress may initiate a new, progressive slide surface below the current slope; however, it is my opinion that this approach is still valid for temporary stabilization of the slope (particularly if drainage provisions are added to the toe buttress. My analysis has been included in this letter.

The toe buttress is intended to be constructed with a reasonable quality gravel material (preferably a 3-inch minus crushed road base gravel), reinforced on 2-foot height intervals with a biaxial geogrid to tie into keyways cut into the slope to remove surface vegetation and provide shallow benches for each lift of gravel. The slope has been modeled with an approximate batter of 1H:1V by means of stacking (and staggering) concrete blocks assumed to be on the order of 2x2x4 feet in dimension. A deeper excavation (on the order of 4 to 6 feet in depth) is intended at the toe of the buttress wall with a fabric wrapped drainage blanket at the base of the excavation and solid discharge pipe extended to daylight downslope. It will be critical to open the drain trench in short sections and construct the drain within a trench box or other sidewall stabilization measures. It is recommended that this work be observed by a Geotechnical Engineer during construction to observe excavation materials and to possibly suggest alteration of the drain extents and depth. The existing culvert (at the north end of the site) should be extended to discharge at least 10 foot downslope of the toe buttress. A conceptual detail of this buttress has been included. It may be possible to replace or augment the toe buttress approach with sheetpiles; however, at present, I have not been provided with information relative to the types of sheets the County may have available for use and therefore cannot model them in the analysis.

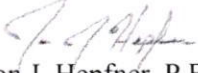
Closure

Based on my observations and the results of my preliminary analysis, I have presented a conceptual measure for possible emergency/temporary stabilization of the slope. The addition of a toe buttress indicates a reasonable level of increase in the static factor of safety of the current slide surface; however, the existing soils along the slide surface are at a residual strength and it is possible that construction of the buttress could initiate a slide downslope of the current movement area. Therefore, it will be critical to install warning signage for motorist safety and to monitor the temporary repair on a regular basis, particularly through the spring where moisture conditions are likely to be the most critical. Furthermore, it will be critical to conduct additional investigation, testing, and analysis of the slide area to assess the temporary stability measure and to develop a more comprehensive, appropriate repair with a higher degree of confidence and level of safety.

Per your request, I have conducted a very basic, preliminary analysis (with limited data) in order to provide a possible, temporary improvement to the observed slope movement. Further analysis can be conducted for alternatives (such as inclusion of sheetpiles); however, it will be necessary to identify the sheets and to provide available lengths for use in the analysis. It is not recommended to drive sheets without consideration to potential for impounding water in the slope behind the sheets and to address the relative strength and placement of sheets. I

recommend that once you have had a chance to review this Letter, that you contact my office to discuss my conceptual repair detail and provide direction for possible further work you may require. I will be unavailable for the majority of the week of April 23, 2023, conducting fieldwork on other projects.

Sincerely,



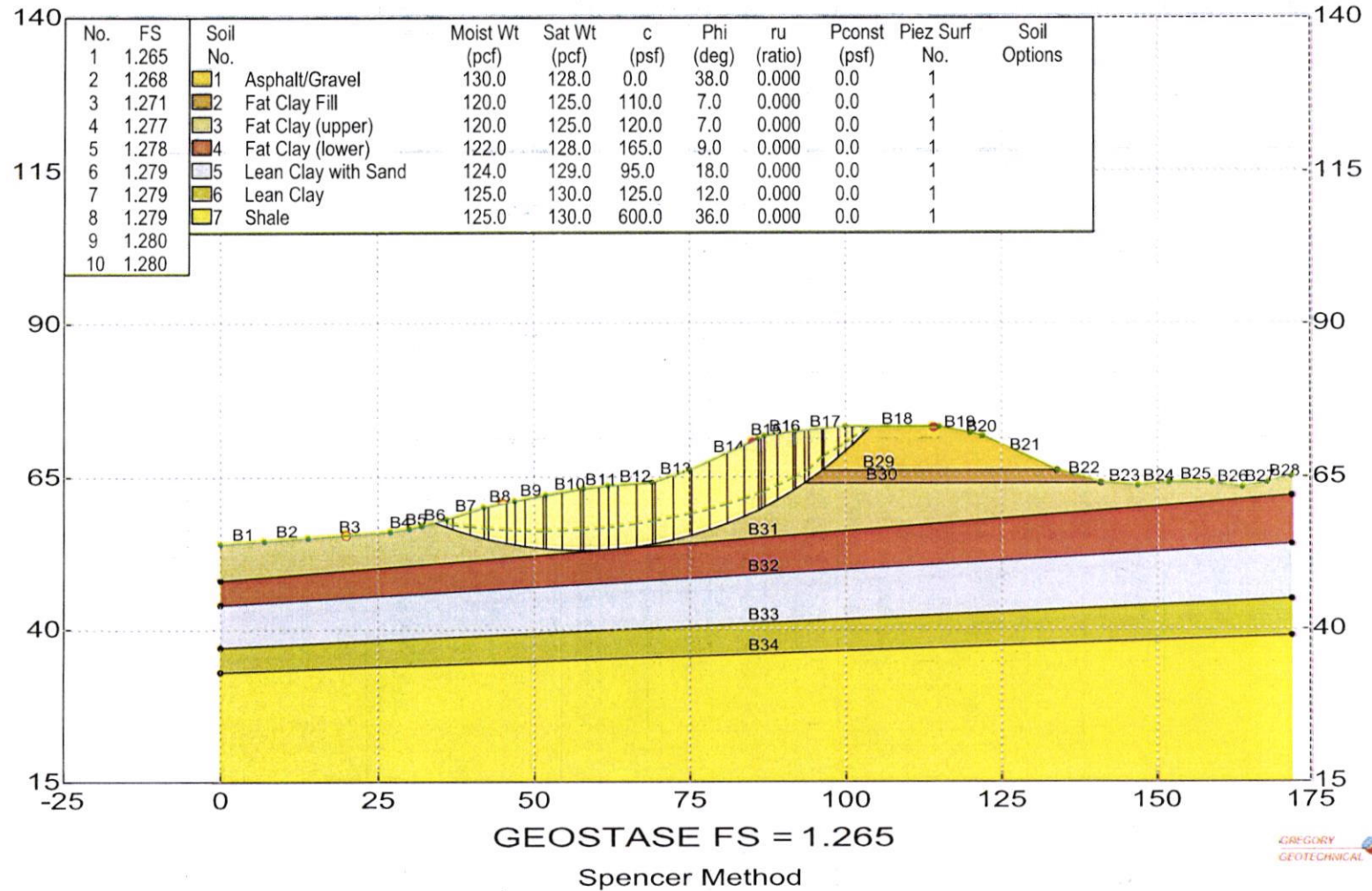
Jon J. Hepfner, P.E.
Senior Geotechnical Engineer

Email distribution only
Attachments: Stability Plates, Conceptual Toe Buttress Detail

Rainbow Dam Road Emergency Repair - Circular Search

Big Sky Subsurface/JH

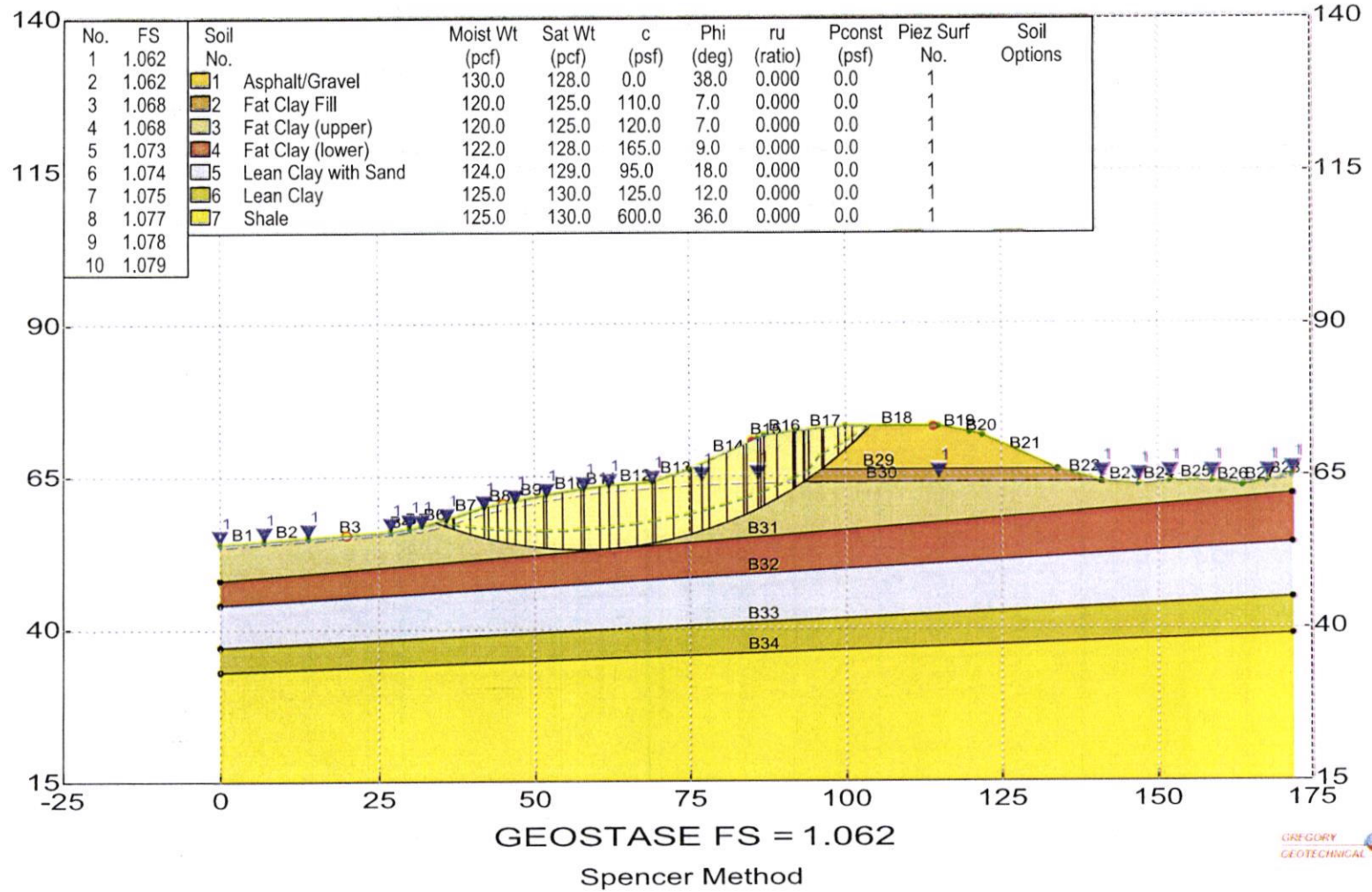
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Rainbow Dam Road Emergency Repair - Circular Search

Big Sky Subsurface/JH

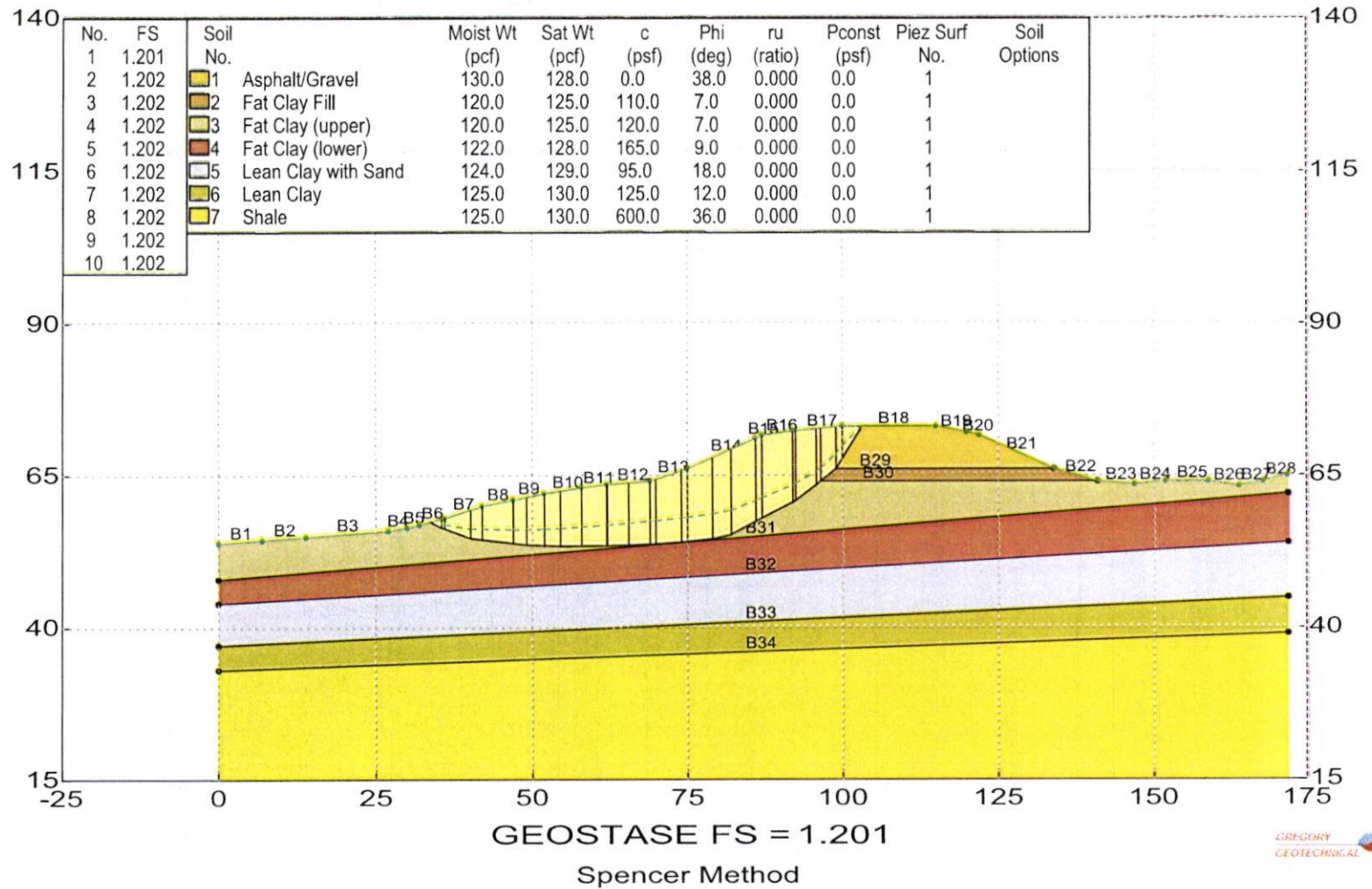
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Rainbow Dam Road Emergency Repair - Circular Search

Big Sky Subsurface/JH

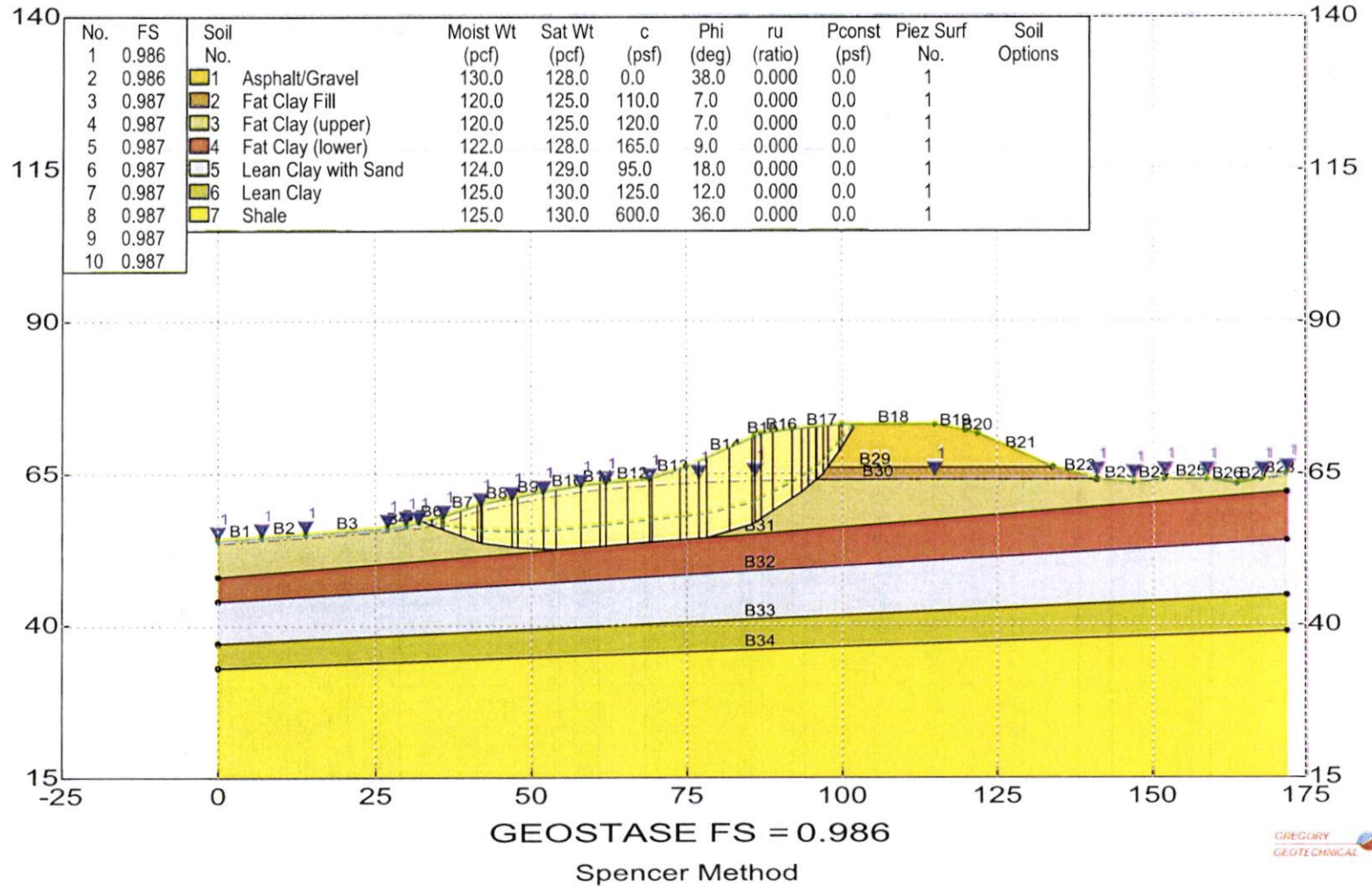
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Rainbow Dam Road Emergency Repair - Circular Search

Big Sky Subsurface/JH

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GEOSTASE
Slope Stability
Analysis

GEOSTASE® by GREGORY GEOTECHNICAL SOFTWARE

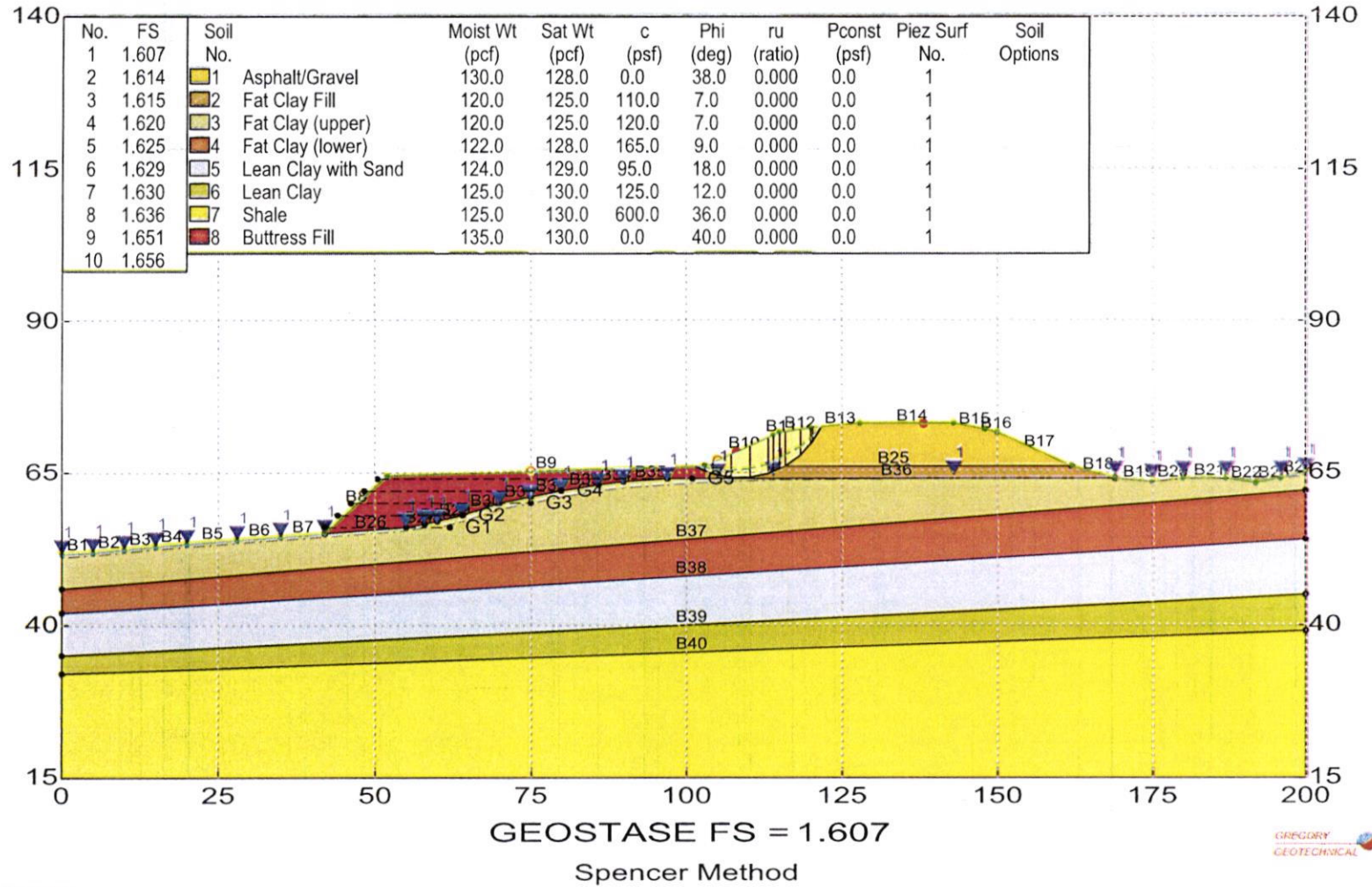
GREGORY
GEOTECHNICAL

PLATE C.1

Rainbow Dam Road Emergency Repair - Circular Search

Big Sky Subsurface/JH

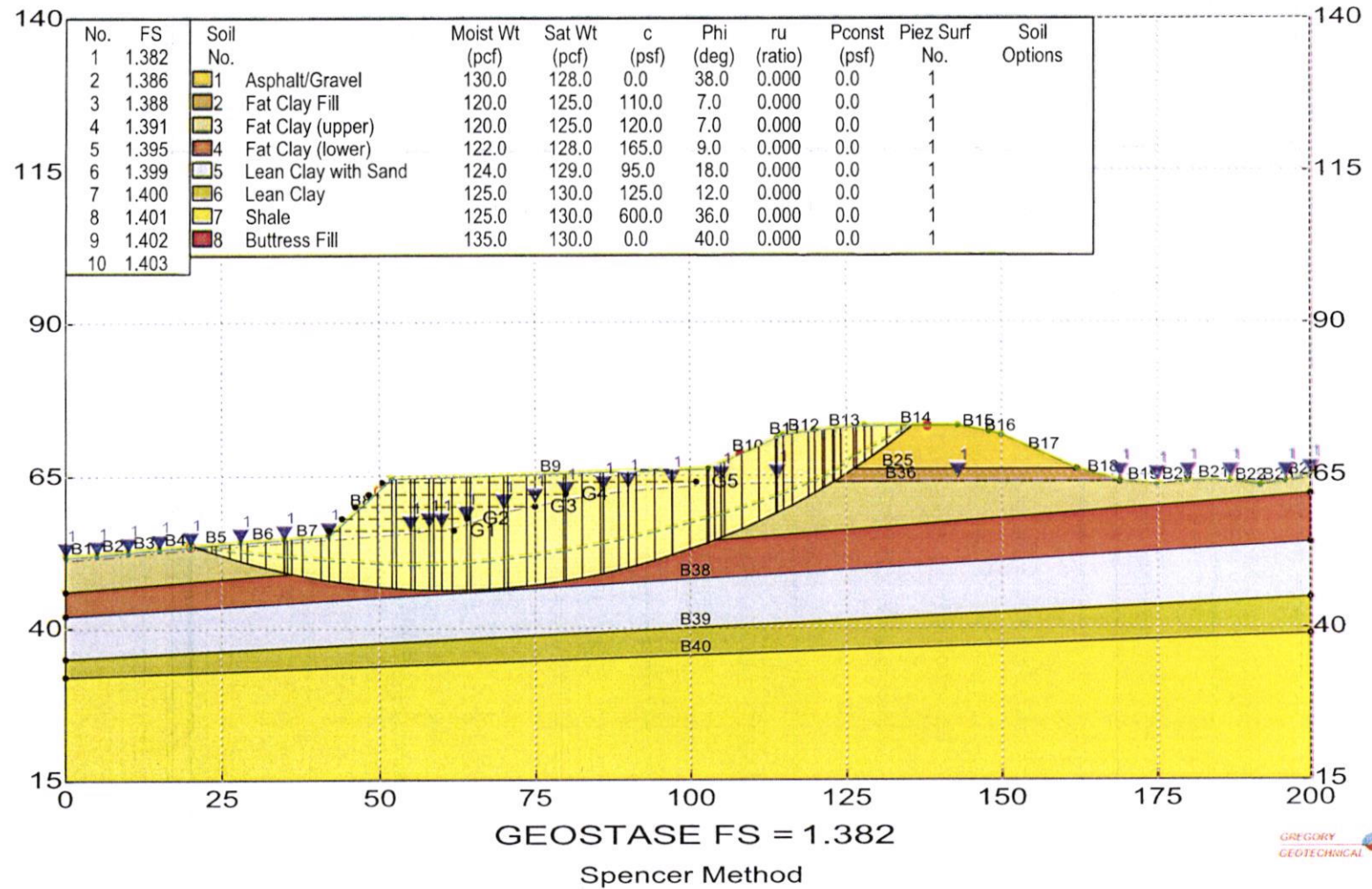
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Rainbow Dam Road Emergency Repair - Circular Search

Big Sky Subsurface/JH

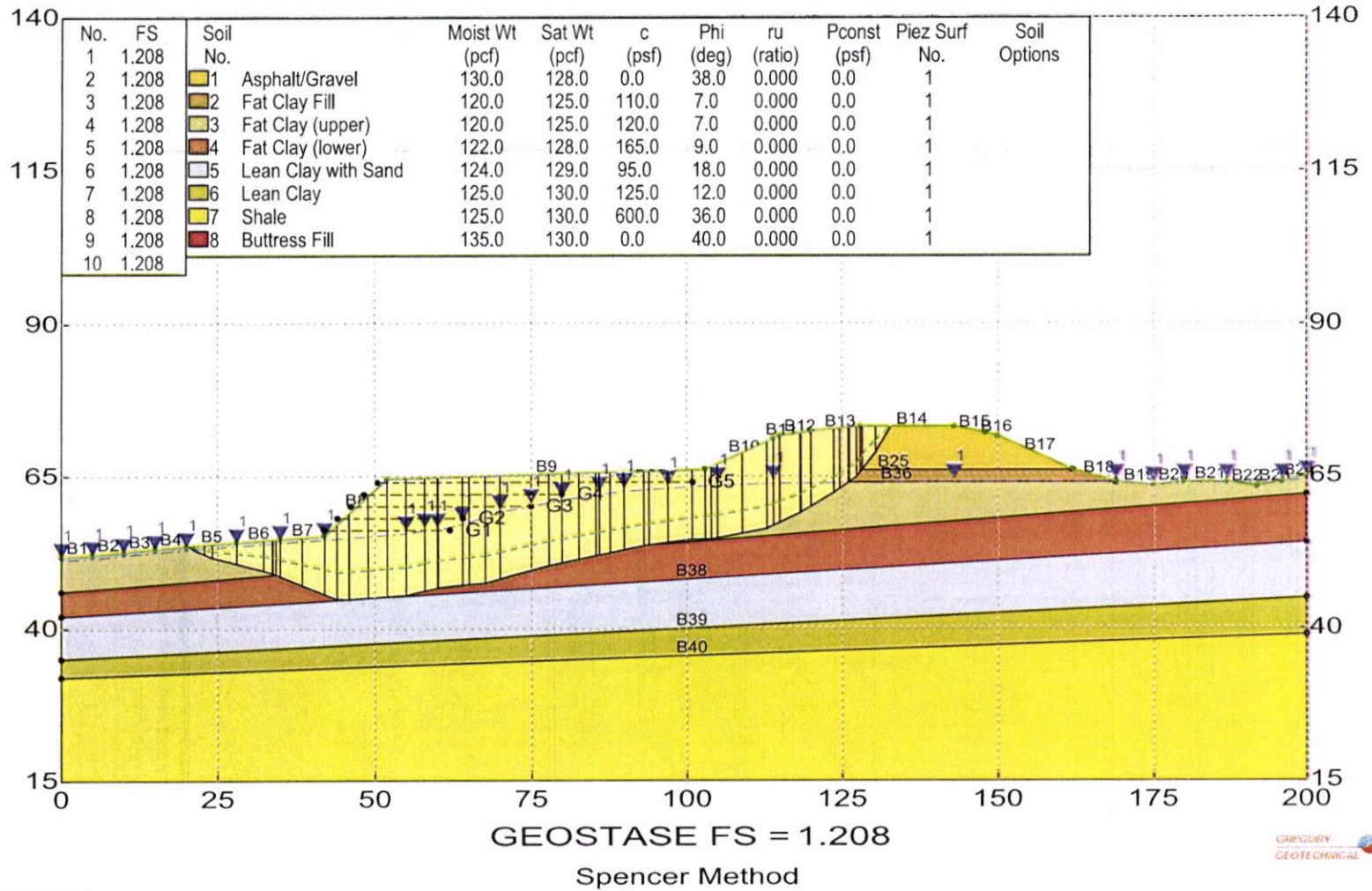
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Rainbow Dam Road Emergency Repair - Circular Search

Big Sky Subsurface/JH

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GEOSTASE
Slope Stability
Analysis

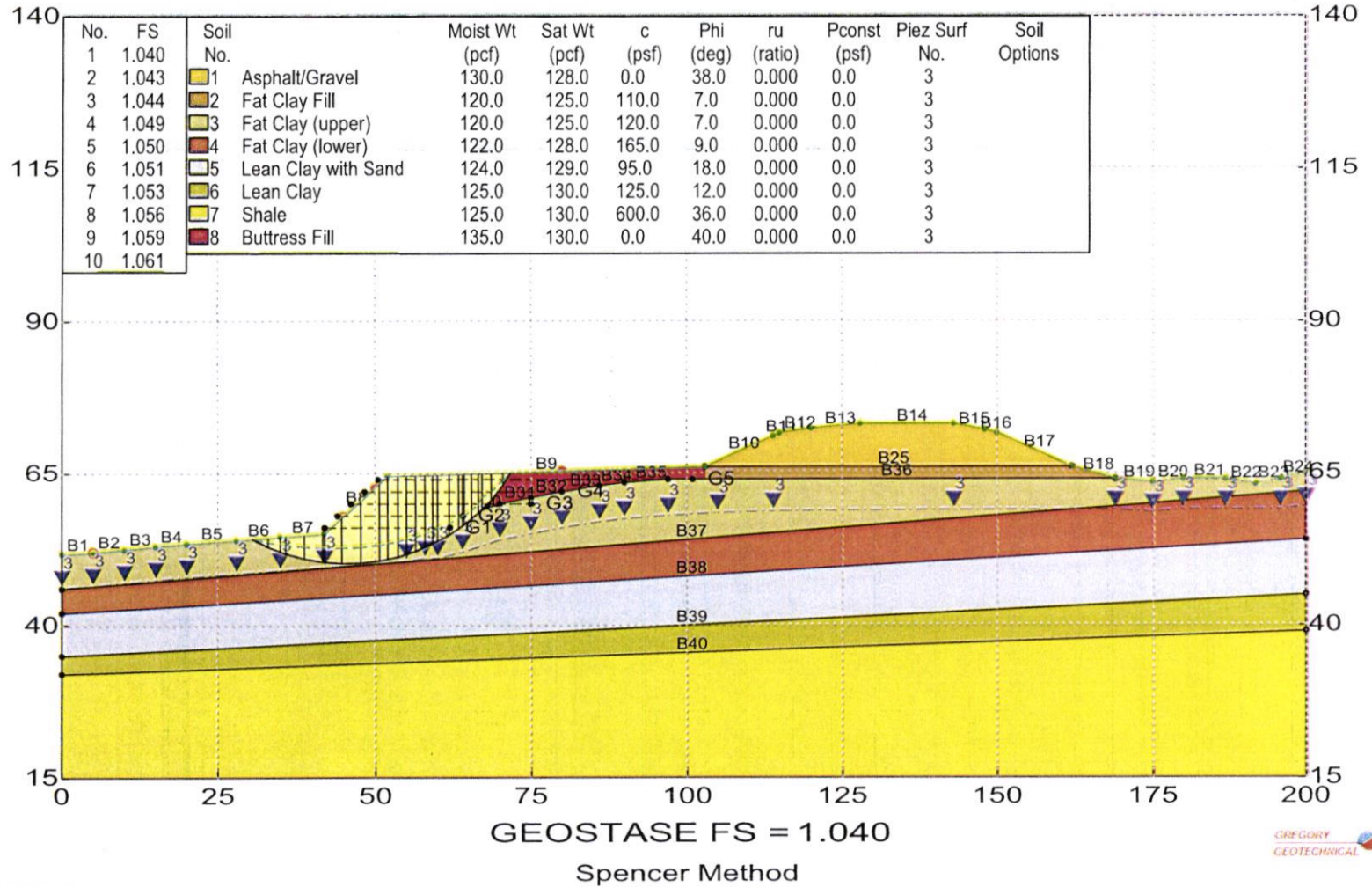
GEOSTASE® by GREGORY GEOTECHNICAL SOFTWARE

PLATE C.1

Rainbow Dam Road Emergency Repair - Circular Search

Big Sky Subsurface/JH

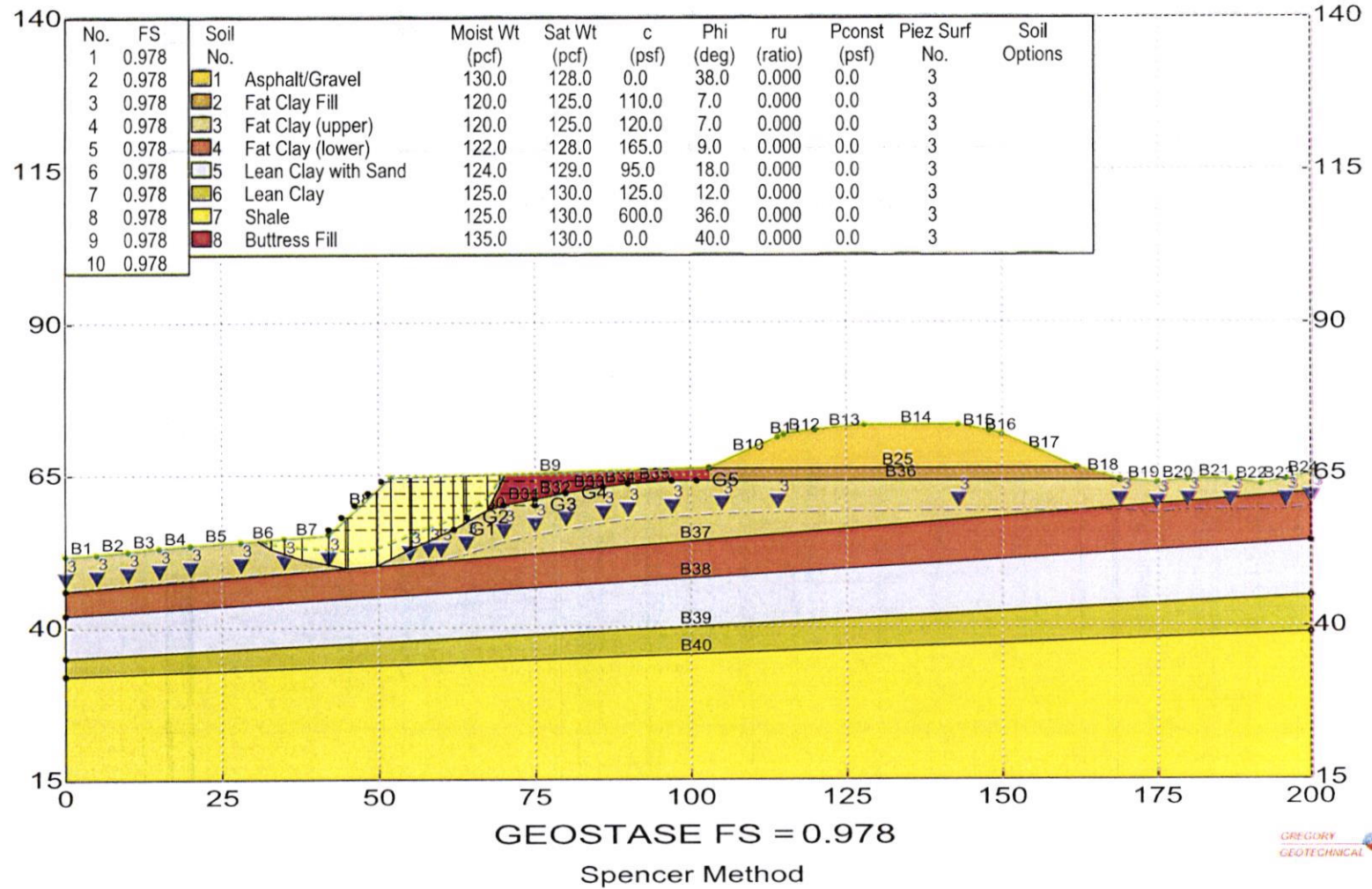
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Rainbow Dam Road Emergency Repair - Circular Search

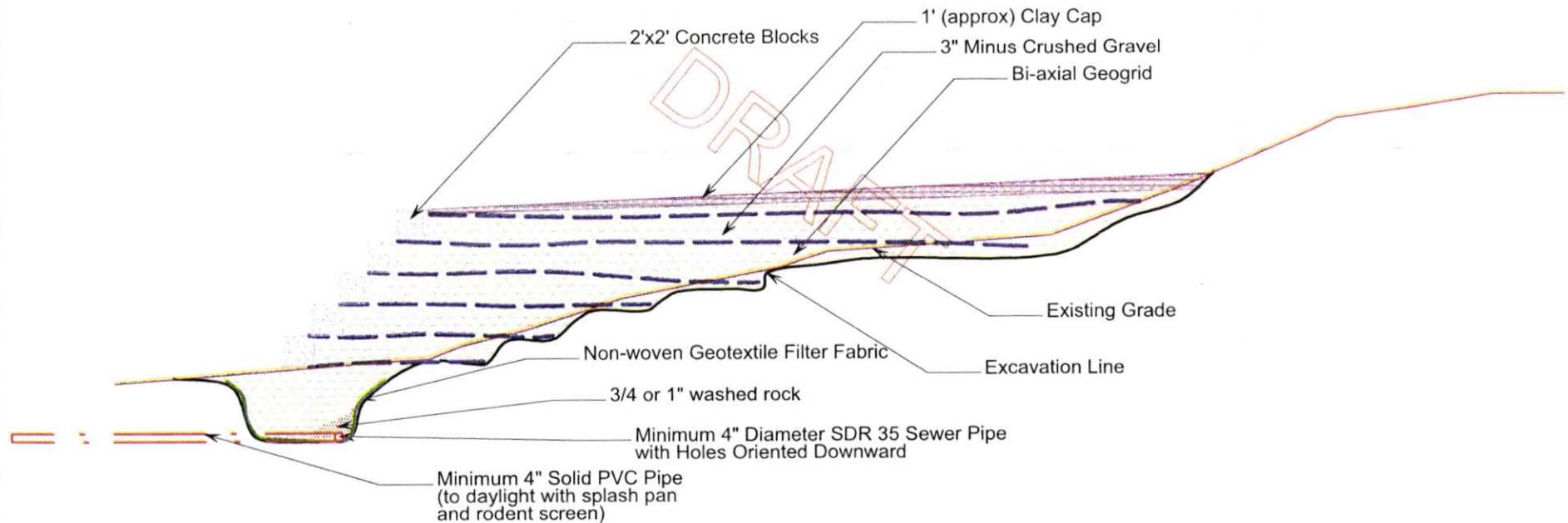
Big Sky Subsurface/JH

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Notes:

- Install toe drain before constructing buttress
- Install drain in maximum 20' sections (do not open adjacent 20' prior to filling)
- Geotechnical Engineer to inspect toe drain trench during excavation
- Toe drain trench to be approximately 4' deep by 6' wide (final depth to be determined during construction by Geotechnical Engineer)
- Toe perforated pipe (parallel to roadway) and solid discharge pipe to slope a minimum of 1V:100H
- Toe buttress to be approximately 60 to 70' wide
- Toe buttress to start approximately 65 to 70' south of south edge of roadway
- Clear and grub slope as buttress is placed and cut "keys" for each 2' back layer
- Place 3" minus crushed gravel in maximum 1' loose lifts and compact to minimum 95% ASTM D698 dry density
- Slope clay cap at a minimum 1V:20'H
- Once buttress is constructed, remove asphalt and road fill per the direction of the Geotechnical Engineer
- Construct new road prism subbase with 3" minus pit run gravel; 9", 1-1/2" minus crushed base course; and 3" asphalt cement concrete
- Extend existing culvert 10' beyond edge of toe buttress



**BIG SKY
SUBSURFACE**

**Detail 1 - Conceptual
Toe Buttress for TEMPORARY
Slope Stabilization**

Project: Rainbow Dam Road Slide
Location: Cascade County, Montana
Job Number: 23-10
Date: 04/21/23

May 22, 2023

Contract 23-65

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: M&D Construction Contract
(Rainbow Dam Road Emergency Repairs)

INITIATED AND PRESENTED BY: Les W Payne, Public Works Director

ACTION REQUESTED: Approval of Contract 23-65

BACKGROUND:

Cascade County Public Works Department has been working to make the repairs to the road slide that occurred on Rainbow Dam Road. This slide has caused one lane of traffic to be completely closed. Public Works has been working with local engineers, to get geotechnical studies, as well as designs and plans to make these repairs. Because of safety and these damages being so close to one of the local power dams, it is in the best interest of the county to treat this as an emergency repair, and to forgo the sealed bid process, so that these repairs can be made immediately, rather than later. Forgoing this bid process will save the county a minimum of four weeks. Once the design process was finished, public works emailed these designs to four (4) local contractor's that experience in slides, United Materials, Ivers Construction, M&D Construction, and Shumaker Construction, letting them know of the work, and asking them all to submit a bid, within five days. Only one bid was received, this was from M&D Construction of Great Falls, with a bid cost of \$171,000.00, and work to begin within ten (10) days of contract signing. When I reached out later, to the remaining contractors, none of them had the time, or the resources, most of them are already booked with other jobs, and could not take on this additional work, with such short notice.

RECOMMENDATION:

Cascade County Staff recommends that the Board of County Commissioners award the contract 23-65 to M&D Construction Inc, and forgo the sealed bid process, so that these repairs can be made immediately, for the safety of all county residents, as well as the safety and continued operations of the Northwestern Energy power dam, that is located within this area.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

"Madam Chair, I move Cascade County Commission **APPROVE** Contract 23-65, proposal from M&D Construction, Inc. of Great Falls, for the repairs, pertaining to the Rainbow Dam Road Slide, for a total cost of \$171,000.00 and instruct staff to complete the contracting process."

MOTION TO DISAPPROVE:

"Madam Chair, I move Cascade County Commission **DISAPPROVE** Contract 23-65."



M&D Construction, Inc. 4415 18TH Ave. North Great Falls MT 59405
406.452.8825 phone 406.452.0144 fax info@mdconstruction.com

May 8, 2023

Cascade County Public Works
279 Vaughn S. Frontage Road
Great Falls, MT 59404
Attn: Les Payne

Rainbow Dam Road Repair

SITework					
ITEM	EST. QUANTITY	UNIT	NAME OF PAY ITEM	UNIT PRICE	AMOUNT
101	1	EACH	MOBILIZATION	\$ 16,004.25	\$ 16,004.25
102	1	LS	CLEARING AND GRUBBING	\$ 5,075.00	\$ 5,075.00
103	1	LS	TRAFFIC CONTROL	\$ 2,200.00	\$ 2,200.00
104	485	CY	UNCLASSIFIED EXCAVATION	\$ 34.50	\$ 16,732.50
105	65	LF	GEOTEXTILE FABRIC	\$ 20.65	\$ 1,342.25
106	10	CY	OPEN GRADE GRAVEL	\$ 84.75	\$ 847.50
107	46	CY	3" MINUS PIT RUN (DRAIN PIPE)	\$ 95.50	\$ 4,393.00
108	185	CY	3" MINUS PIT RUN (ROAD FILL)	\$ 73.15	\$ 13,532.75
109	75	EACH	2' X 2' X 4' CONCRETE BLOCK	\$ 421.00	\$ 31,575.00
110	1110	SY	BIAXIAL GEOGRID	\$ 4.95	\$ 5,494.50
111	40	LF	18" HDPE CULVERT	\$ 188.60	\$ 7,544.00
112	100	SF	RIP RAP (6" - 8" FIELD STONE)	\$ 21.15	\$ 2,115.00
113	540	CY	CURSHED BASE COURSE (SPECIAL BACKFILL)	\$ 59.50	\$ 32,130.00
114	60	LF	6" PVC SDR35 (PERF)	\$ 65.65	\$ 3,939.00
115	62	LF	6" PVC SDR35 (SOLID)	\$ 67.00	\$ 4,154.00
116	35	TON	4" ASPHALT SURFACING	\$ 236.25	\$ 8,268.75
117	45	CY	12" CRUSHED BASE (ROAD BASE)	\$ 134.00	\$ 6,030.00
118	150	LF	FENCE REPLACEMENT	\$ 13.15	\$ 1,972.50
119	4500	SF	TOPSOIL AND SEEDING	\$ 1.70	\$ 7,650.00
TOTAL					\$ 171,000.00

Notes:

1. Quality Control Testing to be Provided and Paid for by Cascade County
2. Survey to Be Provided and Paid for by Cascade County
3. Proposal Does Not Include any Permits
4. Proposal was based on Mirafi 140N Filter Fabric and BXG120 Geo-Grid



M&D Construction, Inc. 4415 18TH Ave. North Great Falls MT 59405
406.452.8825 phone 406.452.0144 fax

Thank you for the opportunity to provide our services.

Should you have any questions or concerns, please feel free to call me.

Best Regards,

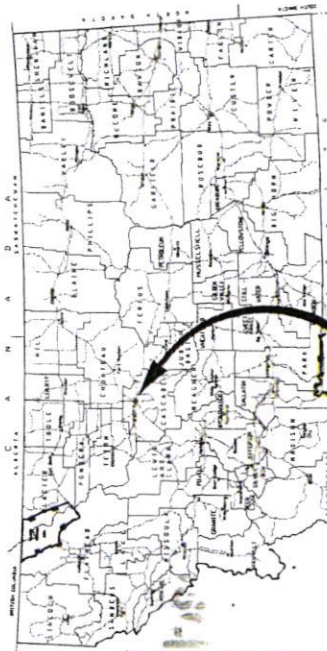
A handwritten signature in black ink that reads 'Josh Picking'. The signature is written in a cursive, flowing style.

Josh Picking

CASCADE COUNTY EMERGENCY ROAD SLIDE REPAIR RAINBOW DAM ROAD

VERTICAL: 1" = 10'
HORIZONTAL: 1" = 50'
REDUCED PRINTS ON 11" X 17" SHEET
ALL SCALES ARE APPROXIMATE

SURFACING SOURCE: CONTRACTOR FURNISHED



THIS PROJECT

TABLE OF CONTENTS

ROAD PLANS	SHEET NO.
TITLE SHEET	1
TABLE OF CONTENTS, NOTES, LINEAR & LEVEL DATA,	
CENTERLINE COORDINATE TABLE & CONTROL POINTS	
& SUMMARY OF QUANTITIES	
PLAN & SECTIONS	2 - 3

CONTROL POINT		
POINT #	N OR Y COORDINATE	E OR X COORDINATE
185CE	8995.575	20045.586
CP1	10848.102	3273.03
CP2	9550.084	17568.339
		3263.44

CENTERLINE COORDINATE TABLE - RAINBOW DAM RD.		
STATION	DESCRIPTION	E OR X COORDINATE
0+00	CL POINT	10585.312
1+00	CL POINT	10615.389
2+00	CL POINT	10586.579
3+00	CL POINT	10540.184
4+00	CL POINT	10434.141

PROJECT		
STATION	DESCRIPTION	E OR X COORDINATE
0+00	CL POINT	10585.312
1+00	CL POINT	10615.389
2+00	CL POINT	10586.579
3+00	CL POINT	10540.184
4+00	CL POINT	10434.141

PROJECT LOCATION

NOTES

EXCAVATION
CONTACT THE PROJECT GEOTECHNICAL ENGINEER A MINIMUM OF 3 BUSINESS DAYS PRIOR TO EXCAVATION. LION HEPPNER - BIG SKY CIVIL & ENVIRONMENTAL, INC. SHALL BE THE ENGINEER OF RECORD. ALL EXCAVATIONS MUST BE PRESENT TO WITNESS SUBSURFACE SOILS DURING EXCAVATIONS TO IDENTIFY UNSATURABLE SOILS. FIELD PHOTOGRAPHY MUST BE NECESSARY.

UTILITIES
CALL THE UTILITIES UNDERGROUND LOCATION CENTER (811) OR OTHER NOTIFICATION. THE TOPOGRAPHIC SURVEY WAS COMPLETED IN 2018. SITE UTILITIES HAVE NOT BEEN RELOCATED SINCE THE SURVEY WAS ORIGINALLY COMPLETED.

UTOPOGRAPHIC SURVEY
THE TOPOGRAPHIC SURVEY WAS COMPLETED IN 2018. SITE UTILITIES HAVE NOT BEEN RELOCATED SINCE THE SURVEY WAS ORIGINALLY COMPLETED.

SUMMARY OF QUANTITIES

Item Number	Quantity	Description	Unit
101	1	Mobilization	EACH
102	1	Cleaning & Grubbing	LS
103	1	Traffic Control	LS
104	4850	Undisturbed Excavation	CY
105	65	Geotextile Fabric	LF
106	40	2" PVC DRAIN PIPE	LF
107	40	2" MIN. DIA. BULLHEAD (H)	CY
108	185	2" x 2' x 4' Concrete Block	EACH
109	75	Basal Geogrid	SY
110	1110	18" IRON CURBLET	LF
111	90	18" IRON CURBLET	LF
112	100	18" IRON CURBLET	LF
113	540	Curbed Base Course (Special Backfill)	CY
114	82	2" PVC DRAIN PIPE	LF
115	82	2" MIN. DIA. BULLHEAD (H)	CY
116	35	4" Asphalt Surface	TON
117	45	12" Graded Base (Road Base)	CY
118	150	Fence Replacement	LF
119	4000	Topsoil & Seeding	SY

BEARING SOURCE
THE BEARING SOURCE IS NAD 83-2011
LEVEL DATUM SOURCE
NAD 83 (BASED ON GNSS SOLUTION)

LINEAR AND LEVEL DATA

LENGTH OF ROADWAY	IN CASCADE COUNTY	1 LANE RURAL	PROJECT
486 FT			



12124 131th Ave. SW
P.O. BOX 1625
BIG SKY, MT 59717
(406) 737-2335 OFFICE
(406) 737-2335 FAX
www.bscand.com

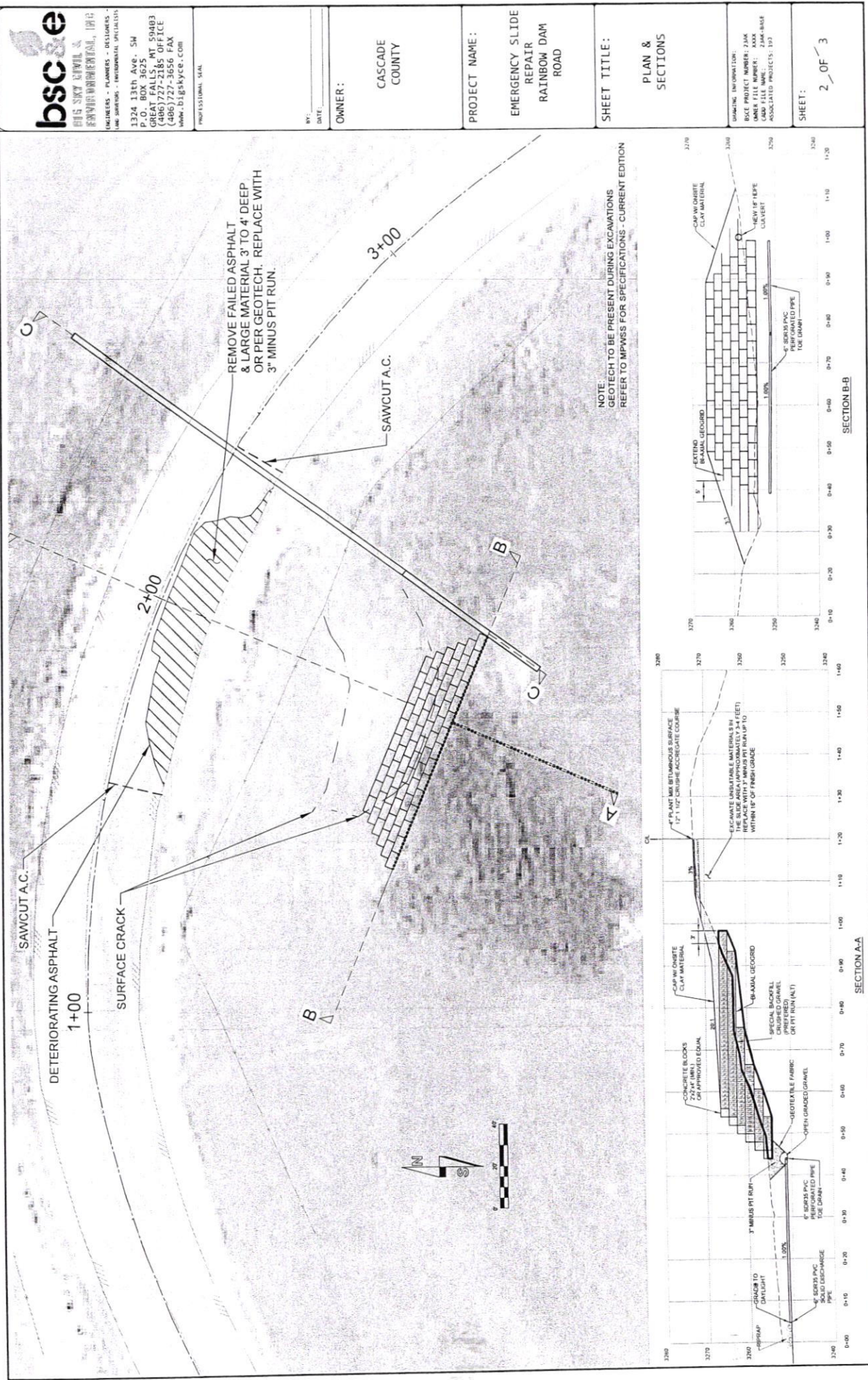
FILE NO. 3346	SHEET NO. 1 OF 3
DATE: 8/2/23	
BY: JRM	
CHECKED: JRM	

CASCADE COUNTY

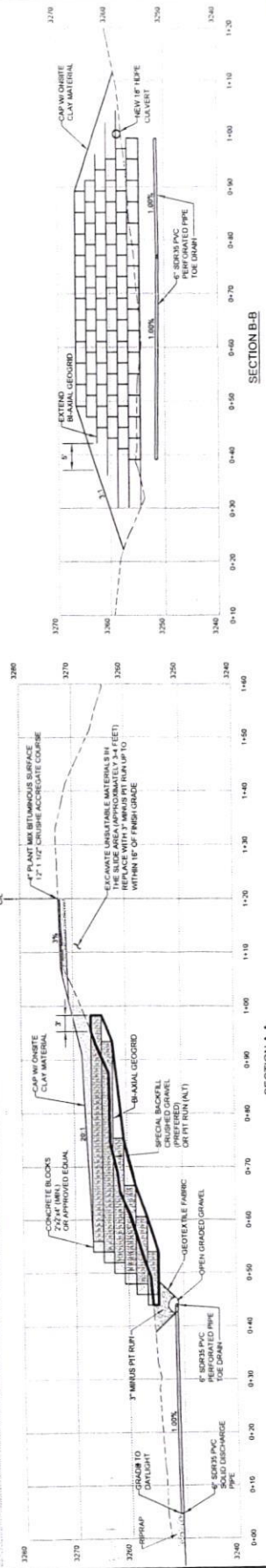
CASCADE COUNTY
EMERGENCY ROAD SLIDE REPAIR
RAINBOW DAM ROAD

SHEET NAME:
TITLE SHEET SUMMARY OF QUANTITIES,
TABLE OF CONTENT, NOTES,
LINEAR & LEVEL DATA

SET NO.
BIG SKY CIVIL & ENVIRONMENTAL, INC.
BY: JRM, LEO, L.S.
DATE:



NOTE:
GEOTECH TO BE PRESENT DURING EXCAVATIONS
REFER TO MPWSS FOR SPECIFICATIONS - CURRENT EDITION



bsc&e
BIG SKY CIVIL &
ENVIRONMENTAL, INC.
ENGINEERS - PLANNERS - DESIGNERS -
LAND SURVEYORS - ENVIRONMENTAL SPECIALISTS
1324 13TH AVE. SW
P.O. BOX 3625
GREAT FALLS, MT 59403
(406) 727-2185 OFFICE
(406) 727-3656 FAX
WWW.BIGSKYCE.COM

PROFESSIONAL SEAL

DATE: _____

OWNER: CASCADE COUNTY

PROJECT NAME: EMERGENCY SLIDE REPAIR RAINBOW DAM ROAD

SHEET TITLE: PLAN & SECTIONS

GRAPHIC INFORMATION:
BASE PROJECT NUMBER: 2304
SHEET NUMBER: 1
SHEET TOTAL: 3
SHEET TITLE: PLAN & SECTIONS
ASSOCIATED PROJECTS: 193

SHEET: 2 OF 3



bsc&e
 BIG SKY CIVIL &
 ENVIRONMENTAL, INC.
 ENGINEERS - PLANNERS - DESIGNERS -
 LAND SURVEYORS - INSTRUMENTAL SPECIALISTS
 13224 13TH AVE. SW
 P.O. BOX 3625
 GREAT FALLS, MT 59403
 (406) 727-2185 OFFICE
 (406) 727-3656 FAX
 WWW.BIGSKYCE.COM

PROFESSIONAL SEAL

BY: _____
DATE: _____

OWNER:

CASCADE
COUNTY

PROJECT NAME:

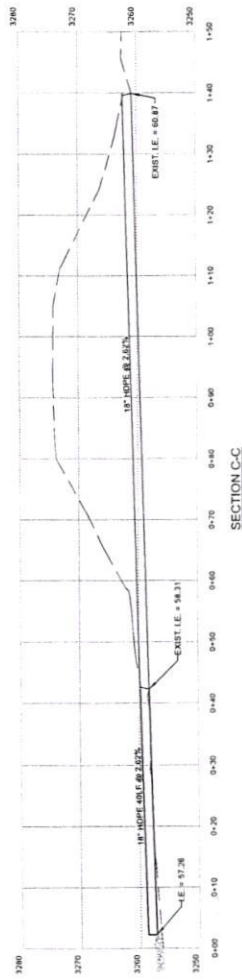
EMERGENCY SLIDE
REPAIR
RAINBOW DAM
ROAD

SHEET TITLE:

SECTIONS

DRAWING INFORMATION:
BSCC PROJECT NUMBER: 234C
DRAWN FILE NUMBER: 234C
CHECKED FILE NUMBER: 234C
APPROVED FILE NUMBER: 234C
ASSOCIATED PROJECTS: 193

SHEET:
2 OF 3



SECTION 00500

AGREEMENT

This Agreement is dated the _____ day of _____ in the year 2023 by and between the **Cascade County Board of Commissioners** hereinafter called OWNER and M & D Construction, Inc., hereinafter called CONTRACTOR. OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK:

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as **Cascade County, Emergency Road Slide Repair, Rainbow Dam Road**. The location(s) where the Work is to be performed are hereinafter referred to as "the Site". The Work includes all associated traffic control, clearing/grubbing, plant mix surfacing, seal & cover, striping, and other incidental work thereto as further described on the construction drawings.

Article 2. THE PROJECT:

2.01 The Project for which Work under these Contract Documents shall be performed is described as **Cascade County, Emergency Road Slide Repair, Rainbow Dam Road**.

Article 3. ENGINEER:

3.01 The Project has been designed by Big Sky Civil & Environmental, Inc., 1324 13th Avenue SW, P.O. Box 3625, Great Falls, MT 59403, hereinafter referenced as the ENGINEER and who is to assume duties and responsibilities and have rights and authority assigned to ENGINEER in the Contract Documents for the completion of the Work in accordance with the Contract Documents.

Article 4. CONTRACT TIME:

4.01 Time of the Essence.

A. All the limits for milestones, if any, Substantial Completion, completion and readiness for final payment, as stated in the Contract Documents, are of essence of the Contract.

4.02 Days to achieve Substantial Completion.

A. The Work will be substantially completed within **21 calendar days** after the date when the Contract Time commences to run as provided in paragraph 2.03 of the General Conditions. (Reference: "Standard General Conditions of the Construction Contract" – Document EJCDC C-700 as set forth in the Montana Public Works Standard Specifications – 6th Edition/Article 9.01A6 herein).

4.03 Liquidated damages.

A. OWNER and CONTRACTOR recognize that **TIME IS OF THE ESSENCE** of this Agreement; and if the Work is not substantially complete within the times specified in paragraph 4.02 above, plus any extensions thereof allowed by OWNER, OWNER shall

suffer loss. The parties also recognize the delays, expenses and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **Two Hundred Dollars (\$200.00)** for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete.

Article 5. CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the work in accordance with the Contract Documents an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the quantity of that item that is constructed and accepted. Unit prices are those listed in the Unit Price Schedule of the Bid Form attached as Exhibit A to this Agreement. Estimated quantities used for bidding purposes are not guaranteed. Payment will be for actual quantities as determined by Engineer in accordance with Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the General Conditions. (Reference: "Standard General Conditions of the Construction Contract" – Document EJCDC C-700 as set forth in the Montana Public Works Standard Specifications – 6th Edition/Article 9.01A6 herein).

Article 6. PAYMENT PROCEDURES:

6.01 Submittal and Processing of Payments

A. CONTRACTOR shall submit Applications for Payment on a periodic basis. The date by which Application for Payment is to be submitted will be defined at the Preconstruction Conference. Applications for Payment will be reviewed and approved by ENGINEER before payment is issued. ENGINEER will review Application for Payment and submit comments and/or recommendations to OWNER within 10 working days after Application for Payment is received by ENGINEER.

6.02 Progress Payments; Retainage:

A. OWNER will make progress payments in accordance with the Contract Price on the basis of CONTRACTOR's Applications for Payment, as recommended by ENGINEER, once each month during construction as provided below. All progress payments will be on the basis of the quantity of each bid item completed multiplied times the Unit Bid Price shown on the Bid Form for that item.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the sum of the unit price items less the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine reasonable.

a. The OWNER shall retain five percent (5%) of the amount of each payment until final completion and acceptance of all Work covered by the Contract Documents.

b. Retainage will be five percent (5%) of materials and equipment not

incorporated in the Work (but delivered to the Site, suitably stored and accompanied by documentation satisfactory to OWNER).

2. Upon Substantial Completion and at the OWNER's discretion, the amount of retainage may be further reduced if requested by the CONTRACTOR.

6.03 Final Payment: Upon final completion and acceptance of the Work, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER.

Article 7. INTEREST:

7.01 All moneys not paid when due will bear interest at the rate allowed by law in the state of Montana.

Article 8. CONTRACTOR'S REPRESENTATIONS:

8.01 In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents, (including all Addenda and all other related data identified in the Bidding Documents).

B. CONTRACTOR has visited the Site and has become familiar with and satisfied as to the general, local and Site conditions that may affect cost, progress, performance or furnishing of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site, if any, and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site which have been identified. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy of completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Site.

E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR including applying the specific means, methods, techniques, sequences and procedures of construction, if any, expressly required by the Contract Documents to be employed by the CONTRACTOR, and safety precautions and programs incident thereto.

F. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 9. CONTRACT DOCUMENTS:

9.01 Contents

A. The Contract Documents consist of the entire contents of the Project Manual and the Project Drawings, and include the following:

1. This Agreement (pages 1 to 8);
2. Bid Bond
3. Payment & Performance Bonds
4. Certificate(s) of Insurance
5. Invitation to Bid
6. Instructions to Bidders
7. Special Provisions
8. Prevailing Wage Rates
9. Specifications as listed in the table of contents of the Project Manual (which include, by reference, Montana Public Works Standard Specifications and Standard Drawings);
10. Drawings, consisting of sheets numbered 1 through 3 with each sheet bearing the Project title: **Cascade County, Emergency Road Slide Repair, Rainbow Dam Road.**
11. Addenda (numbers __ to __, inclusive);
12. Exhibits to this Agreement, as applicable:
 - a. CONTRACTOR's Executed Bid Proposal;
 - b. Documentation submitted by Contractor prior to Notice of Award (pages __ to __);
 - c. Notice of Award (page 1);
 - d. Notice to Proceed (page 1);
 - e. Certificate of Substantial Completion (page 1);
13. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Written Amendments;

- b. Work Change Directives;
- c. Change Order(s).

B. The documents listed in paragraph 9.01.A. are attached to the Agreement (except as expressly noted otherwise). There are no Contract Documents other than listed in Article 9.

Article 10. DISPUTE RESOLUTION

The Parties agree that all disputes relating to or arising from (a) the construction of the Project OR (b) the negotiation, interpretation or enforcement of any term of this Agreement shall be determined between them as follows:

- A. The disputes shall first be submitted to non-binding mediation before a neutral mediator selected pursuant to the provisions set forth in paragraph B(i) below.
- B. If the mediation conducted pursuant to paragraph A above does not resolve all such disputes between the parties, the unresolved disputes shall be submitted to final, binding arbitration conducted pursuant to the Montana Uniform Arbitration Act [M.C.A. §27-5-111 *et seq.*]. Any party may institute an arbitration proceeding pursuant to this Agreement by serving on all other Parties a written demand for arbitration, served at their addresses set forth in this Agreement. Each other party shall respond to the demand for arbitration in writing 20 days after the demand is deemed served, with the response to be served to the same addresses. If either party fails to timely respond to the demand for arbitration within the 20-day period, then that party shall be deemed to have consented to final, binding arbitration pursuant to this Agreement. With respect to any such arbitration proceedings, the following procedures shall control and shall supersede any contrary provisions of the Montana Uniform Arbitration Act:
 - (i) Within 40 days after the initial demand for arbitration is served, each party shall submit to each other party the names and addresses of three proposed arbitrators, who may but need not reside in Montana. The proposed arbitrator receiving the largest number of designations shall be the arbitrator selected to arbitrate the dispute. If an arbitrator is not selected pursuant to the provisions of the immediately preceding sentence, then the Montana District Court located in Cascade County shall select an arbitrator from the list of arbitrators proposed by all parties. Any litigation related to the arbitration proceeding may only be venued in said court.
 - (ii) The Montana Rules of Civil Procedure and Montana Rules of Evidence shall govern the arbitration proceedings, except as follows:
 - (a) Discovery shall be limited to (i) no more than 25 written interrogatories (including subparts), (ii) no more than 25 requests for production (including subparts), and (iii) no more than 10 hours of depositions [total for all witnesses] conducted by each party.
 - (b) The arbitrator shall issue a written decision which summarizes the facts and law upon which his/her decision is based, as required when a District Court rules upon a motion for summary judgment which is appealable as set forth in Rule 52(a), M.R.Civ.P. Formal

findings of fact and conclusions of law, as required after contested nonjury trials, shall not be required.

(iii) Any decision of the arbitrator may only be appealed on the grounds authorized by the Montana Uniform Arbitration Act, and the decisions interpreting that Act.

(iv) Except as provided above, all provisions of the Montana Uniform Arbitration Act shall govern any arbitration conducted pursuant to this Agreement.

Article 11. MISCELLANEOUS:

11.1 Terms.

A. Terms used in this Agreement which are defined in the Special Provisions will have the meanings indicated in the Special Provisions.

11.2 Assignment of Contract.

A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may come due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

11.3 Successors and Assigns

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

11.4 Severability

A. Any provision of part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed two (2) copies of the Agreement, one (1) counterpart has been delivered to OWNER, one (1) to CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on _____, 20__ (which is the effective date of the Agreement).

STATE OF MONTANA)
 :ss
County of _____)

CONTRACTOR:

This instrument was signed or acknowledged before me on this ___ day of ___, 20__, by _____.

By _____
(Signature)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

CONTRACTOR Registration No. _____

(print name)

Agent for service of process:

Notary Public for the State of Montana
Residing at _____
My Commission expires: _____

(NOTARIAL SEAL)

(CORPORATE SEAL)

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

Rae Grulkowski, Chair

Joe Briggs, Commissioner

James Larson, Commissioner

ATTEST

On this _____ day of _____, 2023, I hereby attest the above-written signatures of the Board of Cascade County Commissioners.

Sandra Merchant,
Cascade County Clerk and Recorder

END OF SECTION 00500

SECTION 01200

SPECIAL PROVISIONS

INDEX

ART.	ITEM	PAGE NO.
1	Description of Work	2
2	Specifications	2
3	Work Hours	2
4	Testing & Inspection	2
5	Adjacent Improvements	2
6	Surface Restoration	3
7	Coordination with Other Work & Site Uses	3
8	Warranty Period	3
9	Wage Rates	3
10	Noise Impacts	3
11	Traffic Control	3
12	Basis of Award	4
13	Owner Furnished Construction Surveying & Layout	4

SECTION 01200

SPECIAL PROVISIONS

ARTICLE 1. DESCRIPTION OF WORK:

Work performed under the Civil Site work portion of this project consists of all materials, equipment and tools, the performance of all labor, construction, and work appurtenant thereto, to complete the project as detailed on the drawings and as specified. Work includes excavations, the installation of concrete blocks, geogrid, select fill, crushed base course, AC pavement, and other miscellaneous tasks.

ARTICLE 2. SPECIFICATIONS:

All applicable provisions of Montana Public Works Standard Specifications, latest edition, and subsequent addenda, hereafter collectively referred to as MPWSS, apply to this project, except where specifications are modified or replaced by provisions made herein.

ARTICLE 3. WORK HOURS:

Coordinate with Owner to develop mutually acceptable work hours and days of week.

ARTICLE 4. TESTING & INSPECTION:

Sampling and testing to assure specification conformance are to be performed by the Owner or the Engineer as quality assurance testing. The Owner will pay for the quality assurance testing. Quality assurance testing frequency is at the Owner's discretion.

Contractor shall be responsible for cooperating with the Owner and Engineer and assuring the Owner and Engineer's personnel have access to all work areas at all times work is in progress. Provide any special facilities or equipment to access work areas at Contractor expense. Contractor shall notify the Engineer of the work ready for quality assurance testing and shall establish and update the construction schedule to provide the Engineer estimated sampling/testing dates and times.

Quality assurance re-testing due to failing initial tests will be performed by the Owner or Engineer, and the re-test costs deducted from the contract amount for the affected bid item.

ARTICLE 5. ADJACENT IMPROVEMENTS:

Protect and maintain all existing improvements not called for removal. Restore all damaged items to pre-existing condition. Contractor shall protect and maintain existing structures, surfacing, fencing, utilities, property pins, signage, landscaping, and other features not specified for removal. Any damage to these items shall be immediately repaired or replaced at the Contractor's expense.

ARTICLE 6. SURFACE RESTORATION:

Contractor shall be responsible for housekeeping of adjacent properties which shall be clean and free of construction debris and nuisances. If the properties are not maintained in a manner acceptable to Owner, it will be repaired by Owner, and Contractor will be responsible for costs incurred for such repairs or cleaning.

ARTICLE 7. COORDINATION WITH OTHER WORK & SITE USES:

Contractor shall be responsible to coordinate with and allow access to Owner, inspectors, engineers, adjacent homeowners, and other parties that may use the property.

ARTICLE 8. WARRANTY PERIOD:

Contractor shall warranty all improvements for a period of one year from the date of Substantial Completion.

ARTICLE 9. WAGE RATES:

Prevailing wage rates for the work must be in accordance with the Montana Prevailing Wage Rates for Highway Construction Services 2023, with an effective date of January 14, 2023. Prevailing Wage Rates are furnished immediately following these Special Provisions.

ARTICLE 10. NOISE IMPACTS:

To minimize construction noise impacts on the local residents, no construction activities will be allowed between the hours of 10 p.m. and 6 a.m. without express written approval from the Project Manager.

ARTICLE 11. TRAFFIC CONTROL:

Contractor shall be responsible for furnishing and maintaining all required traffic control throughout project. Traffic control shall meet current MUTCD standards and an approved Traffic Control Plan shall be submittal for approval by the Owner and Engineer prior to the Notice to Proceed.

Cascade County-owned road right-of-ways are available for any necessary detours related to this project. If Bidder/Contractor elects to use only County right-of-ways for the purposes of traffic control, it is the Bidder's/Contractor's sole responsibility to maintain all traffic within the existing County right-of-way, to provide suitable and safe temporary detour roads, and to provide all necessary flaggers and signage. If the Bidder/Contractor intends to utilize other, non-County-owned roadways for detours, the Bidder/Contractor shall be responsible to directly coordinate with the respective private property owners, homeowner's associations, etc. Obtaining permission to use private roadways will be the sole responsibility of the Bidder/Contractor. Any improvements that become necessary to repair roads during or after use by detour traffic will be the sole responsibility of the Bidder/Contractor. If private roadways are

intended to be used by the Bidder/Contractor, evidence of permission to use these private roadways must be provided to the Owner and Engineer as part of the project-required Traffic Control Plan.

ARTICLE 12. BASIS OF AWARD:

BASIS OF AWARD

The Basis of Award shall be as follows: Award will be made to the lowest responsible and responsive Bidder for the project, subject to the availability of adequate project funding; the Owner reserves the right to reject all Bids and rebid the project if necessary.

ARTICLE 13. OWNER FURNISHED CONSTRUCTION SURVEYING AND LAYOUT:

Staking requests must be submitted to the ENGINEER three business days prior to the staking being necessary. OWNER-furnished construction staking will be performed once for a given type and condition. If construction staking is required more than once, submit an additional request to the ENGINEER in writing with appropriate justification.

OWNER Furnished Survey and Layout:

Unless otherwise stated, the OWNER will furnish the following: general construction staking for beginning and ending of project, stationing stakes at 200' intervals, and general layout of construction limits, digout areas, and leveling course areas per the construction plans.

CERTIFICATE OF COMPLIANCE WITH INSURANCE REQUIREMENTS

The undersigned Contractor hereby acknowledges that she/he has read and understands the insurance requirements specified in this contract, and hereby agrees (1) that such insurance will be maintained in at least the amounts and types specified in this contract during any modifications and/or time extensions granted thereto; (2) that these required insurance policies will each contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interest of the Owner in such insurance shall not be effective for such period as may be prescribed by the Laws of the State in which this contract is to be performed and in no event less than thirty (30) days after written notice thereof has been given to the Project Engineer; (3) that Montana Workmen's Compensation Insurance, or letter of reciprocal agreement with another state, shall be maintained on this contract for the during the entire performance period and for and during any modifications and/or time extensions granted thereto; and (4) that this agreement shall become a part of and be incorporated into the above referenced contract, and shall be legally binding and enforceable at law.

INSURANCE COMPANY(IES): _____

PHONE NO.: _____

CONTRACTOR: _____

Date: _____

(authorized signature)

(typed name)

(title)

The undersigned authorized representative, on behalf of the **Cascade County Commission**, hereby accepts and ratifies the above agreement and hereby incorporates the above agreement into the above referenced contract.

(date)

By: _____
(authorized representative)

AFFIDAVIT OF NON-COLLUSION

I hereby swear (or affirm) under the penalty of perjury:

- (1) That I am the bidder (if bidder is an individual), a partner of the bidder (if bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if bidder is a corporation);
- (2) That the attached bid or bids have been arrived at by the bidder independently, and have been submitted without collusion with, and without any agreement, understanding, or planned common courses of action with any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition;
- (3) That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids, and will not be communicated to any such person prior to the official opening of the bid or bids; and
- (4) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed: _____ Firm Name: _____

Date: _____ Address: _____

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public _____

My Commission Expires: _____

Bidder's E.I. Number:
(Number used on Employer's Quarterly Federal
Tax Return, U.S. Treasury Department Form 941)

CERTIFICATION OF NON-SEGREGATED FACILITIES

(Applicable to federally-assisted construction contracts and related subcontracts exceeding \$1000 which are not exempt from the Equal Opportunity clauses).

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where suggested facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or area in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he has specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Signature

Date

Name and Title of Signer (Please Type)

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address):

SURETY: (Name and Address of Principal Place of Business):

OWNER (Name and Address):

**Cascade County Board of Commissioners
325 2nd Ave North, #111
Great Falls, MT 59401**

BID

Bid Due Date: **May 8th, 2023**

Project (Brief Description Including Location): **Cascade County – Emergency Road Slide Repair,
Rainbow Road**

BOND

Bond Number:

Date (Note later than Bid due date):

Penal sum

_____ (words)

_____ (figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

(seal)

(seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature and Title

By: _____
Signature and Title
(attach Power of Attorney)

Attest: _____
Signature and Title

Attest: _____
Signature and Title

Note: Above addresses are to be used for giving required notice.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Surety's liability.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or All Bids are rejected by Owner or
 - 3.2. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount-due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.



Montana Department of
LABOR & INDUSTRY

CERTIFICATE OF CONTRACTOR REGISTRATION

M & D CONSTRUCTION INC
4415 18TH AVE NORTH
GREAT FALLS, MT 59405-1007

STATUS

Employer

REGISTRATION NO.

159988

EFFECTIVE DATE

09/01/2021

EXPIRATION DATE

08/31/2023

Visit our website at mtcontractor.mt.gov or call the
Registration Section at **406-444-7734** for more information
or to verify the validity of this certificate.

INSTRUCTIONS: Fold at perforations then tear card out. Fold card in half at score.



406-444-7734
mtcontractor.mt.gov

M & D CONSTRUCTION INC
4415 18TH AVE NORTH
GREAT FALLS, MT 59405-1007

REGISTRATION NO.

159988

EXPIRATION DATE

08/31/2023

Employer



M&DCONS-02

JBLOMGREN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/8/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 696870 HUB International Mountain States Limited 400 Park Drive South Great Falls, MT 59405		CONTACT NAME: PHONE (A/C, No, Ext): (406) 453-1464 FAX (A/C, No): (866) 801-0495 E-MAIL ADDRESS: jessie.blomgren@hubinternational.com		
INSURED M&D Construction Inc. 4415 18th Ave N Great Falls, MT 59405		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : BITCO National Insurance Company		20109
		INSURER B : BITCO General Insurance Corporation		20095
		INSURER C : Montana State Fund		
		INSURER D : Philadelphia Indemnity Insurance Company		18058
		INSURER E :		
INSURER F :				

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			CLP 3 723 981	1/1/2023	1/1/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CAP 3 727 937	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUP 2 823 622	1/1/2023	1/1/2024	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$
							Aggregate	\$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	03-414276-0	1/1/2023	1/1/2024	PER STATUTE	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	General Liability			PHSD1759865	1/1/2023	1/1/2024	Ded: \$5,000 Each Inc	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Rainbow Dam Road Repair

CERTIFICATE HOLDER

CANCELLATION

Cascade County Public Works
279 Vaughn S. Frontage Rd
Great Falls, MT 59404

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



M&DCONS-02

LSAHU

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/12/2023

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PRODUCER License # 696870 HUB International Mountain States Limited 400 Park Drive South Great Falls, MT 59405	CONTACT NAME: Jessie Blomgren PHONE (A/C, No, Ext): (406) 771-9968 FAX (A/C, No): (866) 801-0495 E-MAIL ADDRESS: jessie.blomgren@hubinternational.com	
INSURED M&D Construction Inc. 4415 18th Ave N Great Falls, MT 59405	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: BITCO National Insurance Company	20109
	INSURER B: Montana State Fund	
	INSURER C: Philadelphia Indemnity Insurance Company	18058
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CAP 3 723 982	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUP 2 823 622	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ Aggregate \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	03-414276-0	1/1/2023	1/1/2024	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	General Liability			PHSD1759865	1/1/2023	1/1/2024	Ded: \$5,000 Each Inc 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

M&D Construction Inc.
4415 18th Ave N
Great Falls, MT 59405

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AUTHORIZED REPRESENTATIVE